

PROJECT MANUAL

FOR

**Surplus Store Replacement
Ramp**

**UNIVERSITY OF CONNECTICUT
STORRS CAMPUS
Storrs, Connecticut**

PROJECT NUMBER: 901939

August 5th, 2015

ARCHITECT/ENGINEER OF RECORD:

Oakpark Architects LLC

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INVITATION TO BID

August 5th, 2015

DUE DATE: August 18th, 2015

TIME: 2:00 p.m.

LOCATION: University of Connecticut
Capital Projects & Contract Administration
3 North Hillside Road, Unit 6047
Storrs, CT
Attn: Amy Allen

(Sealed Bids – Faxed Bids will not be accepted)

The University of Connecticut is accepting sealed bids for:

Surplus Store Replacement Ramp

Project #901939

**UNIVERSITY OF CONNECTICUT
Storrs, CT**

Bids must be submitted on the forms supplied and in the manner specified within the Bid Documents. **This invitation is open to On-Call Site Contractors only.**

PRE-BID CONFERENCE

There will be a job-site walkthrough on **Friday, August 7th, 2015 at 9:00 a.m.** This walkthrough is *not mandatory* however; interested bidders are *strongly encouraged* to attend to view existing conditions. Meet at the **Purchasing Conference Room, 2nd floor located at 3 North Hillside Road, Storrs, Connecticut.** The Pre-Bid Conference will commence promptly at the time noted herein. There are limited short-term visitor parking spaces around the Purchasing Building. The North Parking Garage is recommended to all vendors as parking on campus is at your own risk.

Scope of Work:

Scope of work includes the following:

- Insert sidewalk leading from loading dock to Ahern Lane
- Remove curb and railing where sidewalk will meet loading dock platform
- Create designated handicap parking at the end of the sidewalk at Ahern Lane

Schedule:

Work must be performed after the second Friday of the month and completed by the second Friday of the following month.

REQUEST FOR INFORMATION PROCEDURE

All questions must be directed in writing to the Office of Capital Projects and Contract Administration, Attention, Amy Allen @ (860) 486-1953 (fax) or email to amy.allen@uconn.edu using the Bidders Questionnaire form included within the bid documents. Questions received verbally will not be answered. **No questions will be accepted after 2:00 p.m. on Monday, August 10th, 2015.** All answers will be published by written Bid Clarification. Extensions of RFI deadlines may only be revised via written Bid Clarification. It is the responsibility of all bidders to verify that they are current with all Bid Clarifications issued with the Office of Capital Projects and Contract Administration prior to bid submission.

Bids will be accepted at the Office of Capital Project and Contract Administration, Storrs until 2:00 P.M. local time on Tuesday, August 18th, 2015 at which time they will be publicly opened and read. All Bids must identify and list the pricing of sub-contractors (if applicable) in the space provided on Page 12 of the Form of Proposal. Again, there are limited short-term visitor parking spaces around the Purchasing Building. The North Parking Garage is recommended to all vendors as parking on campus is at your own risk.

The Bid shall be accompanied by a Bid Bond in the amount of ten percent (10%) of the amount bid. All bonds required for this Project shall be acceptable to the University and, as a minimum, issued through a bonding company licensed to transact such business in the State of Connecticut and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the "Treasury Department Circular 570".

The successful Contractor shall be required to provide a Labor and Material Payment Bond and a Performance Bond for one hundred percent (100%) of the Contract price.

The "Set-Aside" for this project is that (1) not less than 25% of the total Contract Price be awarded to subcontractors who are certified by the Connecticut Department of Administrative Services as "Small Business Enterprises" ("SBEs") and (2) not less than **6.25%** of the total Contract Price be awarded to subcontractors who are certified by the Connecticut Department of Administrative Services as "Minority Business Enterprises" ("MBEs") (the 6.25% set aside for MBEs may be included in the 25% set aside for SBEs). The general contractors are responsible for ensuring that they and the SBEs they have selected are eligible contractors, and that they meet State requirements.

The University reserves the right to reject any or all Bids, in whole or in part, to award any item, group of items, or total Bid, and to waive any informality or technical defects, if it is deemed to be in the best interests of the University.

No Bidder may withdraw its Bid within **ninety (90) days** of the date of the Bid opening. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the University and the Bidder.

Amy Allen
Capital Projects and Contract Administration

INSTRUCTIONS TO PREQUALIFIED BIDDERS

ARTICLE 1 GENERAL PROVISIONS

1.1 Connecticut Sales and Use Tax

- 1.1.1 The University of Connecticut is a tax-exempt institution. The Contractor shall be familiar with the current regulations of the Department of Revenue Service. The tax on materials or supplies exempted by such regulations shall not be included as part of the Bid. A Sales Tax Certificate is available from the Purchasing Department upon written request.

1.2 Contractor's Qualifications

In the Pre-Qualification to Bid Documents for this project, the University has reserved the right to request additional information from prospective Bidders beyond what may have been submitted in any Application and Statement of Qualifications in response to the Invitation to Pre-Qualify. The University has also reserved the right to find any Bidder to be non-responsible with respect to a specific project notwithstanding the fact that the Bidder may have previously been pre-qualified pursuant to the pre-qualification process. The University reaffirms these reservations of rights. In finding that a Bidder is non-responsible, the University may rely upon any information obtained prior to or subsequent to a finding that Bidder is pre-qualified.

- 1.2.1 CGS 4b-91 Requires each bid submitted shall include a copy of a prequalification certificate issued by the Commissioner of Administrative Services. The bid shall also be accompanied by an update bid statement in such form as the Commissioner of Administrative Services prescribes. The form for such update bid statement shall provide space for information regarding all projects completed by the bidder since the date the bidder's prequalification certificate was issued or renewed, all projects the bidder currently has under contract, including the percentage of work on such projects not completed, the names and qualifications of the personnel who will have supervisory responsibility for the performance of the contract, any significant changes in the bidder's financial position or corporate structure since the date the certificate was issued or renewed, any change in the contractor's qualification status as determined by the provisions of subdivision (6) of subsection (c) of section 4a-100 and such other relevant information as the Commissioner of Administrative Services prescribes. Any bid submitted without a copy of the prequalification certificate and an update bid statement shall be invalid and considered non-responsible.

1.3 Academic Schedule

- 1.3.1 It is important to the University, in order to maintain the integrity of its ongoing academic activities, that its rules and regulations and the requirements of the Contract Documents, regarding noise control, traffic control etc. and other matters which may affect its operations be strictly adhered to, and that its academic schedule be maintained. Therefore, all Bidders shall familiarize themselves with and comply with the academic schedule of the University, and its regulations regarding noise, traffic, etc. which are available from Architectural and Engineering Services. No noise generating work shall be allowed during exam periods where the noise will impact classroom functions. Examples of noise generating work include, but are not limited to, sawing, drilling, and hammering/jackhammering. The Contractor shall keep the

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University Representative informed as to the location of its operations to enable necessary precautions or co-ordination to be implemented.

1.4 Non-Discrimination and Affirmative Action Provisions

1.4.1 Non-discrimination. References in this section to "Contract" shall mean the execution of AIA 101 or Purchase Order Contract; and references to "Contractor" shall mean the person or entity who will be solely responsible for execution of the work.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(b) If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

- (d) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The Contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.
- (h) The Contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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- (i) For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

1.5 Union Labor

- 1.5.1 Attention is called to the fact that there may be construction work now being carried on at the site at which this construction is contemplated being done by UNION LABOR. This fact must be kept in mind by all Bidders submitting proposals for this work.

1.6 Labor Market Area

- 1.6.1 All Bidders shall have read Sections 31-52 and 31-52a of the Connecticut General Statutes, as amended. These references relate to the preference of State citizens, the preference of residents of the labor market area in which the work under the Contract is to be done and the penalties for violations.

1.7 Wage Rates

- 1.7.1 If this project involves new construction of a building or other structure or improvement, and the total cost of all Work to be performed by Contractors and Subcontractors is \$400,000.00 or more, or if the project involves remodeling, refurbishing, rehabilitation, alteration or repair of a building or other structure or improvement, and such total cost is \$100,000.00 or more, then:
- .1 The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund as defined in Subsection (h) of Section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each payday.
- 1.7.2 The State of Connecticut Labor Department Wage Rate Schedule, when required by the University, shall be provided with these documents or will be issued as part of the bid documents or by Bid Clarification/Addendum hereto and is deemed to reflect such customary

or prevailing wages for this project, and is hereby incorporated and made a part of the Contract Documents.

- 1.7.3 Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages".
- 1.7.4 Wage Rates will be posted each July 1st on the Department of Labor Website: www.ctdol.state.ct.us. Such prevailing wage adjustment will not be considered a matter for an annual contract amendment.
- 1.7.5 Wage rates shall be paid pursuant to Section 31-53 and 31-54 of the Connecticut General Statutes, and any regulations issued hereunder.
- 1.7.6 **Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions.** (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268. (b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance.

ARTICLE 2 BIDDERS' REPRESENTATIONS

- 2.1 The amount of each Bid shall be deemed to include the entire cost and expense of every item of labor, material and overhead necessary to complete the work bid upon, as specified, in full detail ready for use. The risk of all such costs and expenses shall be deemed assumed by the successful Bidder. The University shall assign a University Representative to work with the successful Contractor as a liaison.
- 2.2 In performing its obligations under this Contract, the Contractor agrees to comply with all applicable states, laws, ordinances, regulations, codes, rules or orders of, or issued by, any governmental body having jurisdiction over the work, location of the work or contract.

ARTICLE 3 BIDDING DOCUMENTS

3.1 Bid Clarifications, Addenda and Interpretations

- 3.1.1 No interpretations of the meaning of the Drawings, specifications or other Contract Documents will be made orally to any Bidder. Every request for such interpretation must be

made in writing to the University Office of Capital Project & Contract Administration, and to be given consideration shall be received at the specified date outlined within the invitation to bid and/or adjusted by a bid clarification/addenda.

- 3.1.2 Any and all such interpretations and any supplemental instructions will be in the form of written bid clarification/addenda which, if issued, will be posted on the University's Capital Projects and Contract Administration's Department website; www.cpcu.uconn.edu. Failure of any Bidder to receive any such addendum or interpretation shall not release any Bidder from any obligations under his Bid as submitted, provided notice has been sent to the address furnished by such prospective Bidder for the transmittal of notices, addenda and interpretations. It shall be the Bidder's responsibility to make inquiry as to, and to obtain, the Addenda issued, if any.
- 3.1.3 The number of days shown in 3.1.1 and 3.1.2 may differ from the actual dates given in an Agenda for a Pre-Bid or Pre-Proposal Conference, if so, the number of days listed are, hereby, superseded by the Agenda dates, unless the Bid or Proposal is extended by Addendum, in which case the number of days will again apply unless stated differently in the Addendum.
- 3.1.4 Bidders shall promptly notify the University of any ambiguity, inconsistency or error which they may discover upon examination of these Contract Documents.

ARTICLE 4 BIDDING PROCEDURES

4.1 Requests for Information

- 4.1.1 Enclosed with this Invitation to Submit Proposals Manual is a Request for Information Form (RFI). All questions/clarifications must be submitted in writing on this form and before the prescribed RFI Deadline. No verbal questions will be answered. All answers to RFI's will be issued in a Bid Clarification/Addenda. Form is at the end of this document.

4.2 Form of Proposal

- 4.2.1 Enclosed with this Invitation to Submit Proposals Manual is a Form of Proposal. Bids shall be submitted on a copy of this form. Additional instructions to bidders including information on submission of bids and award and Contract appear on this form. All documents required by these Bid Documents must be returned with your Bid.

4.3 Bids and Rejection of Bids

- 4.3.1 General Bids shall be for the complete work as specified and shall include the names of any Subcontractors for the classes of work specified in the Form of Proposal, and for each other class of work for which the University has required a separate section and the dollar amounts of their subcontracts, and the General Contractor shall be selected on the basis of such general Bids. It shall be presumed that the general Bidder intends to perform with its own employees all work in such four classes and such other classes, for which no Subcontractor is named. The general Bidder's qualifications for performing such work shall be subject to review by the University pursuant to the Bid and the Contract Documents.

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- 4.3.2 Bids shall be submitted only on the forms furnished for the specific project, which shall include a completed Form of Proposal containing all information required on the Proposal form, executed with an original signature by a duly authorized officer or representative of the Bidder, and, in the case of a Joint Venture, by duly authorized representatives of each Joint Venture. In no event will Bids or changes in Bids made by telephone, email or fax be considered. Any Form of Proposal omitting or adding items, altering the form, containing conditional or alternative Bids, or without the original signature of the Bidder or its authorized representative, may be rejected.
 - 4.3.3 Any Bids received after the scheduled closing time for the receipt of Bids will be returned to the Bidders unopened.
 - 4.3.4 Any Bid once deposited with the University of Connecticut may only be withdrawn by letter of request, signed by the depositing Bidder and presented to the Office of Capital Project and Contract Administration, prior to the time of opening of any Bid for the project designated or identified project.
- 4.4 Bid Security
- 4.4.1 Each Bid must be accompanied by a certified check payable to the order of the University of Connecticut, or the Bid may be accompanied by a Bid Bond in the form required by the University, having as surety thereto such surety company or companies acceptable to the University and as are authorized to do business in this State, for an amount not less than 10 per cent of the Bid. All checks submitted by unsuccessful Bidders shall be returned to them after the Contract has been awarded. Bid Security is not required for projects under \$50,000.00.
 - 4.4.2 Failure of the successful Bidder to file the required Performance and Labor & Material bonds shall be just cause for the amount of the security deposited with the Bid to be forfeited, any part of the whole of which may be used to make up the difference between the Bid of the defaulting Bidder and the Bid of the next lowest responsible qualified Bidder to whom the work is finally awarded. Failure to execute a contract after award as specified and Bid shall also result in the forfeiture of such Bid Bonds or Certified Check.
- 4.5 Subcontractors
- 4.5.1 The Contractor shall not contract with a person or entity who appears on the State of Connecticut Debarment List, the Federal Davis Bacon Act Debarment List, both of which are available through: <http://ctdol.state.ct.us> or the Federal List of Excluded Parties Listing System available through: <http://epls.arnet.gov>
 - 4.5.2 The Bidder shall furnish, with his submitted Bid, as is set forth in the Proposal Form, in the space provided for such purpose, the names and prices of responsible and qualified Subcontractors who are actually to perform the following categories of work under the Base Bid, if their prices exceed \$25,000.00:
 - .1 Masonry
 - .2 Electrical

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- .3 Mechanical other than HVAC
 - .4 HVAC
 - .5 Any other class of work identified in the Proposal Form for which a blank space has been provided.
- 4.5.3 The Bidder further agrees that each of the Subcontractors listed on the Proposal Form will be used for the work indicated at the amount stated unless a substitution is permitted by the University.
- 4.5.4 The Bidder further agrees and warrants that he has made good faith efforts to employ minority business enterprises as Subcontractors and suppliers of materials under such contract and shall provide the Commission on Human Rights and Opportunities with such information as is requested by the Commission concerning his employment practices and procedures as they relate to the provisions of the general statutes governing contract requirements.
- 4.5.5 Pursuant to Connecticut General Statutes Section 49-41a, for every contract with the University for the construction, alteration or repair of any building or work, (1) the Contractor, within 30 days after payment to the Contractor by the University, shall be required to pay any amounts due any Subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Contractor and paid by the University; (2) the Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to pay any amounts due any of its Subcontractors, whether for labor performed or materials furnished, within 30 days after each Subcontractor receives a payment from the Contractor which encompasses labor or materials furnished by such Subcontractor.
- 4.5.6 Within five days after being notified of the award of a general Contract by the University, or, in the case of an approval of a substitute Subcontractor by the University, within five days after being notified of such approval, the general Bidder shall present to each listed or substitute Subcontractor:
- .1 A subcontract in the form set forth in Section 4b-96 of the Connecticut General Statutes and must be executed with all of your named subcontractors in your form of proposal.
 - .2 A notice of the time limit under this section for executing a subcontract. If a listed Subcontractor fails within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the general Bidder selected as a General Contractor, to perform his agreement to execute a subcontract in the form hereinafter set forth with such general Bidder, contingent upon the execution of the general Contract, the General Contractor shall select another Subcontractor, with the approval of the University. When seeking approval for a substitute Subcontractor, the general Bidder shall provide the University with all documents showing (a) the general Bidder's proper presentation of a subcontract to the listed Subcontractor and, (b) communications to or from such Subcontractor after such presentation. The University shall adjust the Contract Price to reflect the difference between the amount of the price of the new Subcontractor and the amount of the price of the listed Subcontractor, if the new Subcontractor's price is lower and may adjust such Contract Price, if the new

Subcontractor's price is higher. The general Bidder shall, with respect to each listed Subcontractor or approved substitute Subcontractor, file with the University a copy of each executed subcontract within ten days, Saturdays, Sundays and legal holidays excluded, of presentation of a subcontract to such Subcontractor.

- .3 In the event of any conflict or inconsistency between the University of Connecticut's Subcontract form and the Contractor's standard Subcontract form, the provisions of the University of Connecticut's Subcontract form shall prevail. Any standard Subcontract form used will be attached as a supplement to the University of Connecticut's Subcontract form.

4.6 LIQUIDATED DAMAGES

- 4.6.1 Liquidated Damages of Five Hundred and 00/100 Dollars (\$500.00) per calendar day shall be assessed if the Contractor fails to achieve Substantial Completion, or causes delay to the Substantial Completion of any portion of the Work within the Contract Time.

4.7 COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS:

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes. According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations. The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements: (a) the bidder's success in implementing an affirmative action plan; (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive; (c) the bidder's promise to develop and implement a successful affirmative action plan; (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and (e) the bidder's promise to set aside a portion

of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

- 4.7.1 The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders __good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor:

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.

BUILDING AND GROUNDS CLEANING AND MAINTENANCE:

This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information):
White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black (not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition

ARTICLE 5 CONSIDERATION OF BIDS

- 5.1 Every general bid which is conditional or obscure, or which contains any addition not called for shall be invalid; and the University shall reject every such general Bid. The University shall be authorized to waive minor irregularities, which it considers in its best interest, provided the reasons for any such waiver are stated in writing by the University and made a part of the contract file. No such general Bid shall be rejected because of the failure to submit prices for, or information relating to, any item or items for which no specific space is provided in the general Proposal Form furnished by the University, but this sentence shall not be applicable to any failure to furnish prices or information required by

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Articles 4.2.1 and 4.4.1 above to be furnished in the form provided by the University. The University also reserves the right to reject any and all bids and again advertise for bids, or to otherwise proceed as permitted under Connecticut General Statutes 10a-109a through 10a-109y.

- 5.2 General Bids shall be publicly opened and read by the University forthwith. The University may require in the Proposal Form that the General Contractor agree to perform a stated, minimum percentage of work with his own forces. The University may also require the General Contractor to set aside a portion of the contract for Subcontractors who are eligible for set aside contracts. The University shall not permit substitution of a Subcontractor for one named in accordance with the provisions of these Instructions or substitution of a Subcontractor for any designated subtrade work bid to be performed by the General Contractor's own forces, except for good cause. The term "good cause" includes but is not limited to a Subcontractor's or, where appropriate, a General Contractor's: (1) Death or physical disability, if the listed Subcontractor is an individual; (2) dissolution, if a corporation or partnership; (3) bankruptcy; (4) inability to furnish any performance and payment bond shown on the Proposal Form; (5) inability to obtain, or loss of, a license necessary for the performance of a particular category of work; (6) failure or inability to comply with a requirement of law applicable to Contractors, Subcontractors, on construction, alteration, or repair projects; (7) failure to perform his agreement to execute a subcontract under Connecticut General Statutes Section 4b-96.
- 5.3 The general Bid Price shall be the price set forth in the space provided on the general Proposal Form. No general Bid shall be rejected (1) because of error in setting forth the name of a Subcontractor as long as the Subcontractors designated are clearly identifiable, or (2) because the Drawings and specifications do not accompany the Bid or are not submitted with the Bid. **FAILURE TO CORRECTLY STATE A SUBCONTRACTOR'S PRICE MAY BE CAUSE FOR REJECTION OF THE GENERAL BIDDER'S BID.**
- 5.4 Any General Contractor who violates any provision of Connecticut General Statutes Section 4b-95 may be disqualified from bidding on other contracts that are subject to the provisions of Chapter 60 of the General Statutes for a period not to exceed twenty-four months, commencing from the date on which the violation is discovered, for each violation.
- 5.5 The University reserves the right to accept or reject any or all Bids within 90 calendar days of the Bid opening, and the Bidder agrees that it may not modify, withdraw, or cancel its Bid and that its Bid Price will be firm for this 90 day period. This 90 day period may be extended by mutual agreement between the University and the Bidder.
- 5.6 The project will be awarded to the responsible qualified Bidder submitting the lowest Bid in compliance with the Bid requirements and within the budget, subject to the provisions of Connecticut General Statutes 10a-109a through 10a-109y.
- 5.7 The University reserves the right to elect to implement some, all or none of the Alternates and/or Options set forth in the Proposal forms, as may be in the best interest of the University. The low Bid shall be determined by taking the Base Price set forth in the Proposal form as selected by the University, plus the Alternates and/or Options selected by the University.
- 5.8 The Bidder agrees that if selected as General Contractor, he shall, within ten (10) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the University, execute a contract in accordance with the terms of the general Bid.

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ARTICLE 6 POST- BID INFORMATION

6.1 Affirmative Action

- 6.1.1 Pursuant to Connecticut General Statutes Section 46a-68d, if this project is estimated to cost more than \$50,000.00 then: In the event that the Bidder's Bid is accepted, after acceptance, but before a contract is awarded, the successful Bidder shall file and have approved by the Commission on Human Rights and Opportunities an Affirmative Action Plan. The Commission may provide for conditional acceptance of an Affirmative Action Plan provided written assurances are given by the Contractor that it will amend its plan to conform to affirmative action requirements. The University shall withhold 2% of the total Contract Price per month from any payment made to such Contractor until such time as the Contractor has developed an Affirmative Action Plan, and received the approval of the Commission. Notwithstanding the provisions of Connecticut General Statutes Section 46a-68d, a Contractor subject to the provisions of that Section may file a plan in advance of or at the same time as its Bid.
- 6.1.2 The University shall not enter into a contract with any Bidder or prospective Contractor unless the Bidder or prospective Contractor has satisfactorily complied with the provisions of Sections 4a-60, 32-9e, 46a-56 and 46a-68c to 46a-68f, inclusive of the Connecticut General Statutes, or submits a program for compliance acceptable to the Commission on Human Rights and Opportunities.
- 6.1.3 The Contractor shall designate an "Equal Opportunity Contract Compliance Officer" for the project. The Contractor designee, in addition to any other duties assigned by the Contractor, shall have the following responsibilities for the implementation of the Contractor Affirmative Action Plan (AAP) that is required for the project pursuant to Connecticut General Statutes Section's 46a-68c and 46a-68d.
- .1 Maintain a project EEO file to include all records, correspondence and other documentation related to the project AAP.
 - .2 Communicate to and inform all project Contractors and Subcontractors, regardless of tier, and labor referral organizations (if applicable) about project equal opportunity and AAP expectations and performance requirements.
 - .3 Compile all on-site Contractor MONTHLY EMPLOYMENT UTILIZATION REPORTS (form CHRO cc-257) and submit a cumulative report for the project each month to report on contractor compliance to project AAP hiring goals. The cumulative report shall be submitted to the contract awarding agency and to the Commission on Human Rights and Opportunities by the 15th day following the end of each calendar month during the pendency of the on-site construction work of the project.
 - .4 Attach a copy of your transmittal letter to CHRO as a document to be submitted with your invoice.
 - .5 Compile and submit a QUARTERLY SMALL CONTRACTOR AND MINORITY BUSINESS ENTERPRISE PAYMENT STATUS REPORT (form CHRO cc-258) to report on the participation of such Contractors identified to participate on the project. The report shall be submitted to the contract awarding agency and to the Commission on Human

Rights and Opportunities by the 15th day following the end of each calendar quarter during the pendency of the on-site construction work of the project.

- .6 Attach a copy of your transmittal letter to CHRO as a document to be submitted with your invoice.
- .7 Participate in project job meetings to inform project Contractors about project equal opportunity and AAP performance.
- .8 Coordinate "External Communication" section (employment outreach) of contractor AAP for all employment opportunities resultant during the course of the project from all project Contractors and maintain documentation of all contacts and responses.

6.2 Tax Identification

6.2.1 The Contractor shall furnish to the Owner, at the time of execution of the Contract, the following information

- .1 The identity and addresses of all subcontractors performing work on the project.
- .2 The Connecticut tax registration numbers of the Contractor and all subcontractors.
- .3 The Federal Social Security account numbers, or Federal Employer Identification numbers, or both, if applicable, for the Contractor and all subcontractors.

6.2.2 The aforementioned information shall be continuously updated by the Contractor to reflect any additions or changes to the previously identified subcontractors. Any final additions or changes to this information shall be submitted to the Owner with the Contractor's application for final payment.

ARTICLE 7 PERFORMANCE AND PAYMENT BONDS AND CERTIFICATE OF COMPLIANCE.

7.1 Performance Bond

7.1.1 Prior to execution of the Contract, the successful Bidder shall substitute for the check or Bid Bond accompanying his Bid, an executed University of Connecticut Performance Bond, in the amount of 100 per cent of the Contract Price, conditioned upon the faithful performance of the Contract. See Form of Proposal for the appropriate form to be executed.

7.2 Labor and Material Payment Bond

7.2.1 Prior to execution of the Contract, the Bidder shall submit a University of Connecticut Labor and Material Payment Bond in the sum of not less than 100 per cent of the Contract Price, containing the condition that the Contractor will promptly pay for all material furnished and labor, supplied or performed in the prosecution of the work whether or not said material or labor is involved and/or becomes a component part of the structure or structures to be erected. Such additional bond shall be held for the use of each party who, as Subcontractor or otherwise, shall have furnished material or supplies or shall have performed labor in the prosecution of the work as herein provided and who has not been paid therefore. Such additional bond shall provide specifically that any person may bring suit thereon in the name of the person suing, prosecute the same to the final judgment and have execution thereon for

such sum or sums as may be justly due. The State shall not be liable to furnish counsel nor for the payment of any costs or expenses of any such suit. This bond is to be furnished pursuant to Section 49-41 of the General Statutes of Connecticut, and claims thereon shall be subject to the provisions of Connecticut General Statutes Section 49-42. Such forms will be provided with the Letter of Intent to award to be executed.

7.3 Nonresident Contractor Certificate of Compliance

- 7.3.1 Prior to execution of the Contract, the Bidder shall submit proof that ensures they and all subcontractors being contracted to perform work under the awarded bid; are State of Connecticut resident contractors. Such proof shall be in a form on the awarding Contractor's letter head signed by the owner or principle of the company having authority to ensure that all agreements entered into under this contract are in-state resident contractors. Should the awarding Contractor and/or subcontractors who will perform work under this contract, are nonresident of the State of Connecticut, the awarding Contractor must provide a Certificate of Compliance from the Department of Revenue Services (DRS) for those nonresident firms who will be under contract. This Certificate of Compliance is pursuant to Statue 12-430 as amended by 2005 Connecticut Public Acts 260, 6; Connecticut Agencies Regulations 12-430 (7)-1.

7.4 General Provisions Regarding Bonds

- 7.4.1 The aforementioned Performance and Payment bonds shall be provided in the forms required by the University, samples of which are appended hereto. If the Contractor is a Joint Venture, all such bonds shall name all joint ventures as principals. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney. The above bonds shall be required for awards for which the total estimated cost of labor and materials under the Contract is at least \$100,000.00. The above bonds shall be acceptable to the University and, as a minimum, issued through a bonding company licensed to transact such business in the State of Connecticut and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the "Treasury Department Circular 570."

ARTICLE 8 AFFIDAVITS/ETHICS AFFIRMATIONS

- 8.1 Affidavits/Ethics Affirmations to be completed in accordance with the instructions provided on the OPM website for each Affidavits/Ethics Affirmations.

Form 1. Gift and Campaign Contribution Certification (for contract values>\$50,000)

Form 5. Consulting Agreement Affidavit (for contract values>\$50,000)

Nondiscrimination Certification:

Form C. Nondiscrimination Certification (for contract values>\$50,000)

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- 8.2 With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination of series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached **SEEC Form 11.**

Obtain OPM has posted the approved Forms on the OPM Web site -
<http://www.opm.state.ct.us/secr/forms/ContractAffidavitRequirements.htm>

ARTICLE 9 CONTRACT

- 9.1 A draft of the contract has been provided with the bid documents. The University reserves the right to modify the contract or wave any informality as it deems to be in the best interest of the University. By submitting a bid the Contractor accepts the contract and any modifications that the University deems necessary to it without exception. Exceptions to the contract submitted by the Contractor at any time will not be considered.

REQUEST FOR INFORMATION FORM

PLEASE TYPE -OR- PRINT / SEE INVITATION AND ADDENDA'S FOR RFI DEADLINE

TO: The University of Connecticut.
Fax (860) 486-1953

FROM: _____
(Name of Bidding Firm)

ATTN: Amy Allen

Contact Name: _____

RFI Deadline: 08/10/2015, 2:00pm

Phone # : _____ **Fax # :** _____

Specification Section: _____

Drawing No. / Drawing Date: _____

QUESTION (Please be specific): _____

RESPONSE : _____

Signature : _____

Date: _____

NOTE: All questions must be submitted in writing before the prescribed RFI Deadline. No verbal questions will be answered.
All questions must be submitted in writing on this RFI Form. All answers to RFI's will be issued in a Bidder's Clarification.



STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106—1628

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

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The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

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“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

END OF INSTRUCTION TO BIDDERS

BID SUBMISSION

FOR

Surplus Store Replacement Ramp

UNIVERSITY OF CONNECTICUT

STORRS CAMPUS

Storrs, Connecticut

PROJECT NUMBER: 901939

August 18th, 2015

Submitted By:

Proposal Submission Checklist

The following documents and information shall be submitted and included as your bid proposal. All documents must be submitted in a sealed envelope reflecting the submitting firm's name and address; addressed to CPCA attention to the appropriate purchasing agent, clearly stating the project name and project number. All required documents are to be included and executed in their original condition as issued.

- ☐ Ethics Forms
- ☐ Bid Bond
- ☐ Fully executed Form of Proposal
- ☐ Copies of prequalification certificate and an updated statement as prescribed by Commissioner of Administrative Services for the State of Connecticut.
- ☐ How did you learn about this Project?
 - Hartford Courant
 - Waterbury Republican
 - Norwich Bulletin
 - DAS
 - CPCA Website
 - Other _____

Contractors Certification

By submitting a bid proposal, the bidder is attesting to the review, reading, understanding, and acceptance of the information and requirements of the project contained within the bid documents without exception. By submitting a bid proposal, the Bidder represents that they have examined the site, and accept the conditions under which the work will be performed and we have read, evaluated, understand, and accepted all the Contract Documents, including those documents provided for on the Disk, and their content in their entirety and have included all provisions necessary to accomplish all work according to the information and requirements prescribed therein without exception.

SUBMITTED BY:

Firm: _____

Date: _____

Address: _____

SUBMITTED BY: _____

Print Name: _____

Title: _____

Telephone: _____

FORM OF PROPOSAL

University of Connecticut
Amy Allen, Purchasing Agent II
Capital Project & Contract Administration
3 North Hillside Road, Unit 6047
Storrs, Connecticut 06269-6047

Dear Ms. Allen:

1. In accordance with Connecticut General Statutes Sections 10a-109a through 10a-109y and pursuant to, and in compliance with your Invitation to Bid, the Notice and Instructions to Bidders, the Form of Contract, including the conditions thereto, the form of required bond, I (we) propose to furnish the labor andfor materials installed as required for the project named and numbered on the FORM OF PROPOSAL of this proposal to the extent of the Proposal submitted herein, furnishing all necessary equipment, machinery, tools, labor and other means of construction, and all materials specified in the manner and at the time prescribed strictly in accordance with the provisions of the Contract including specifications andfor drawings together with all addenda issued and received prior to the scheduled closing time for the receipt of the bids, and in conformity with requirements of the University of Connecticut and any laws or departmental regulations of the State of Connecticut or of the United States which may affect the same, for and in consideration of the price(s) stated on the said FORM OF PROPOSAL, hereof.
2. The Lump Sum Base Bid by me (us) on the FORM OF PROPOSAL includes all work indicated on the drawings andfor described in the specifications (including the furnishing and installing of all required materials, labor, equipment and allowances where applicable), except:
 - A. Work covered by Alternates as may be listed on the FORM OF PROPOSAL.
 - B. Contingent work covered by Unit Prices as may be listed on the FORM OF PROPOSAL.
 - C. Work covered by Options as may be listed on the FORM OF PROPOSAL.
3. This proposal is submitted subject to and in compliance with the foregoing and following conditions andfor information.
 - A. AWARD: All proposals shall be subject to the provisions and requirements of the Bid Documents and for purpose of award, consideration shall be given only to proposals submitted by qualified and responsible bidders.
 - B. COMMENCEMENT AND COMPLETION OF WORK: Contractor shall commence and complete the work in accordance with the requirements of the Contract Documents.
 - C. If the Contractor fails to complete the work within the time required by the Contract Documents, the University shall have the right to assess liquidated damages as provided in Paragraph 9.11 of the General Conditions.
 - D. CONTRACTORS INSURANCE REQUIRED:
 1. The limits of liability and coverages shall be those set forth in Article 11 of the General Conditions included with this bid package (or as previously executed with the on-call trade contract).
 - E. REQUIRED PERCENTAGES OF WORK AND SET-ASIDES.

FORM OF PROPOSAL

1. The General Contractor on this Project shall be required to perform not less than 10% of the completed dollar value of the Work with its own forces.
2. The General Contractor on this project shall meet the Set-Aside (as defined in the Invitation to Bid) for this project and otherwise comply with the requirements below.
 - a. The foregoing requirement must be met even if the General Contractor is certified and eligible to participate in the Small Business Set Aside Program.

F. NONDISCRIMINATION & LABOR RECRUITMENT:

We (I) agree that the Contract awarded for this project shall be subject to the Executive Orders No. Three and Seventeen, promulgated June 16, 1971 and February 15, 1973 respectively and to the Guidelines and Rules of the State Labor Department implementing Executive Order No. Three and further agree to submit reports of Compliance Staffing on Labor Department Form E.O.3-1, when and as requested.

G. FEDERAL & STATE WAGE DETERMINATIONS AND PRICING CONSIDERATION:

- .1 Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages".
- .2 In determining bid price, consideration should be given to Section 31-53 of the General Statutes of Connecticut as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages". Such prevailing wage adjustment will not be considered a basis for an annual contract adjustment.
- .3 The State of Connecticut Labor Department Wage Schedule where required, shall be provided with these documents, typically with the Bidders' Convenience Package, or will be incorporated in the Contract Documents as an Addendum. At the time of bidding, the bidder agrees to accept the current prevailing wage scale, as well as any annual adjustment to the prevailing wage scale, as provided by the Connecticut Department of Labor. Wage Rates will be posted each July 1st on the Department of Labor website: www.ctdol.state.ct.us. Such prevailing wage adjustment will not be considered a basis for an annual contract amendment.

FORM OF PROPOSAL

H. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY & NON-SEGREGATED FACILITIES:

We (I) acknowledge that we (I) and our subcontractors are obligated to fill out the forms provided by the University of Connecticut Office of Capital Project and Contract Administration and to agree to certify to the compliance of non-segregated facilities.

I. NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OR CAMPAIGN CONTRIBUTION AND SOLICITATION BAN.

With regard to a State contract as defined in P.A. 07-1 having a value in a contract year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advertising prospective principals of the contents of the notice. See Attachment SEEC Form 11.

4. ACCOMPANYING THIS PROPOSAL IS:

A. A CERTIFIED CHECK drawn to the order of the University of Connecticut in the amount of 10% of the Bid, i.e.:

_____ DOLLARS \$ _____

and drawn on the _____
(STATE BANK & TRUST COMPANY)

_____ located at _____
(A NATIONAL BANKING ASSOCIATION) (CITY & STATE)

which is understood shall be cashed and the proceeds thereof used so far as may be necessary to reimburse the State of Connecticut for losses and damages arising by virtue of my (our) failure to file the required Bonds and execute the required contract in this proposal as accepted by the University of Connecticut.

OR;

B. A BID BOND having as surety thereto a Surety Company for Companies authorized to transact business in the State of Connecticut and made out in the penal sum of 10% of the bid, (Bids \$50,000 and greater) i.e.:

_____ DOLLARS \$ _____

If the bidder is a joint venture, the Bid Bond shall specifically identify and include each joint venturer as a principal.

C. If the bidder is a joint venture, a copy of the executed Joint Venture Agreement shall be submitted along with the bid materials.

5. We (I), the undersigned, hereby declare that I am (we are) the only person(s) interested in the proposal and that it is without any connection with any other person making any bid for the same work. No person acting for, or employed by, the State of Connecticut is directly interested in this proposal, or in any contract which may be made under it, or in expected profits to arise therefrom. This proposal is made without directly or

FORM OF PROPOSAL

indirectly influencing or attempting to influence any other person or corporation to bid or refrain from bidding or to influence the amount of the bid of any other person or corporation. This proposal is made in good faith without collusion or connection with any other person bidding for the same work and this proposal is made with distinct reference and relation to the plans and specifications prepared for this Contract. I (We) further declare that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on my (our) investigation and research and not in reliance upon any representations of any employee, officer or agent of the State.

6. Each class of work set forth in a separate Section of the Specifications and designated as a subtrade in Item 2A of the proposal pages shall be the matter of a subcontract made in accordance with the procedures set forth in the Bid and Contract Documents.
7. The undersigned agrees that, if selected as General Contractor, he shall, within ten (10) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the University of Connecticut, execute a contract in accordance with the terms of this general bid.
8. The undersigned agrees and warrants that he shall provide the Commission on Human Rights and Opportunities with such information as is requested by the Commission concerning his employment practices and procedures as they relate to the provisions of the Connecticut General Statutes governing contract requirements.
9. The undersigned acknowledges that should their submitted Form of Proposal fail to have included a copy of your firm's prequalification certificate and an updated statement accompany their bid submission, that their bid will be invalid and considered non-responsive. Per CGS 4b-91 amended.

A. STANDARD BID BOND:

NOW ALL MEN BY THESE PRESENTS,

That we, _____ hereinafter called the principal, of _____, as principal, and _____, hereinafter called the Surety, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact a surety business in the State of Connecticut, as Surety, are held and firmly bound unto the State of Connecticut, as obligee, in the penal sum of ten (10) percent of the amount of the bid set forth in a proposal hereinafter mentioned, _____, in lawful money of the United States of America, for the payment of which sum, well and truly to be made to the Obligee, the Principal and the Surety bind, themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That, whereas the Principal has submitted or is about to submit a proposal the other obligee related to a contract for the Project Referenced above.

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter in the said contract in writing with the State of Connecticut and give the required bonds, with surety acceptable to the Obligee, or if the Principal shall fail to do so, pay to Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penal sum of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this _____ day of _____, 20____

Witness

Surety

Witness

Principal

Title

Title

FORM OF PROPOSAL

B. The undersigned proposes to furnish all labor and material required for:

**Surplus Store Replacement Ramp
#901939**

**University of Connecticut
Storrs, CT**

in accordance with the accompanying Drawings and Specifications prepared by:

Oakpark Architects, LLC

The Contract Price specified below subject to additions and deductions according to the terms of the Contract Documents.

C. BID CLARIFICATIONS:

The undersigned acknowledges receipt of the following Bid Clarifications issued during the bidding period and has included all changes therein in the above base bid amount.

ClarificationsfAddenda # _____, Dated _____

ClarificationsfAddenda # _____, Dated _____

ClarificationsfAddenda # _____, Dated _____

ClarificationsfAddenda # _____, Dated _____

D. PROPOSED BASE CONTRACT PRICE:

Having carefully examined the Bid Documents for the above reference project, and having visited the project site and examined all conditions affecting the work, the undersigned, upon written notice of award of contract, agrees to provide all labor, supervision, materials, tools, construction equipment, services, safety, insurance, bonds, and to pay all applicable taxes, and other costs necessary or required to complete the Work of this Bid in full accordance with all Bid Documents and within the required timeframe as indicated by the proposed schedule for the Lump Sum Bid of:

_____ US Dollars

(\$ _____) (which incorporates all allowances as may be listed in the plans and specifications)

(Show the amount in both words and figures. In case of discrepancy, amount shown in words will govern.)

The University reserves the right to elect to implement some, all or none of the Alternates andfor Options set forth in the Proposal forms, as may be in the best interest of the University. The low Bid shall be determined by taking the Base Price set forth in the Proposal form as selected by the University, plus the Alternates andfor Options selected by the University.

E. SCHEDULE OF ALTERNATES:

Provide Alternate Prices which reflect the work of the bid package under which this bid proposal was submitted and shall remain ***valid for the life of the project*** and include all costs for a complete installation. All pricing is inclusive of all costs of wages, applicable taxes, benefits, and applicable insurance. The Prices herein shall remain valid for the life of the project and include all costs for a complete installation. Alternate prices are good for both adds and deducts.

END OF ALTERNATES

F. SCHEDULE OF UNIT PRICES:

All rates are inclusive of all costs of wages, applicable taxes, benefits, applicable insurance. The rates provided will be negotiated and included as part of the contract and of your subcontracts. The Unit Prices herein shall remain valid for the life of the project and include all costs for a complete installation. Unit prices are good for both adds and deducts.

End of Unit Prices

G. SCHEDULE OF LABOR RATES:

The following are hourly wage rates for all tradesmen associated with this project for performing extra work. These rates are fully loaded (including benefits, applicable taxes, and worker compensation insurance) and are in accordance with the prevailing wages of the trade having jurisdiction in areas where the work is performed. The wage rates shall be valid for the life of the project. ***NOTE: Further, no mark-up shall be allowed on the premium time portion of the wage rate. At the request of the University, the Contractor will submit labor rate summary sheets, which justify all submitted labor rates. All rates are subject to thorough analysis and subject to reduction if deemed inaccurate by The University of Connecticut.***

TRADE: _____

Attachments: Y / N

Submit one sheet for each Labor Trade (Division) used on project. Copy as needed.

<u>Foreman</u>	<u>Straight Time</u>	<u>Time and One Half</u>	<u>Double Time</u>
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

<u>Journeyman</u>	<u>Straight Time</u>	<u>Time and One Half</u>	<u>Double Time</u>
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

<u>Apprentice</u>	<u>Straight Time</u>	<u>Time and One Half</u>	<u>Double Time</u>
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

<u>Laborer</u>	<u>Straight Time</u>	<u>Time and One Half</u>	<u>Double Time</u>
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

End Labor Rates

**UNIVERSITY OF CONNECTICUT
SURPLUS STORE REPLACEMENT RAMP
901939**

FORM OF PROPOSAL

H. SCHEDULE OF VALUES:

The undersigned agrees that the Schedule of Values submitted with this Bid is a true representation of the distribution of the costs of this project and equals the Stipulated Sum shown above. The Schedule of Values is an integral part of this proposal. Please indicate N/A for those divisions of work not applicable. The costs provided below include the complete cost for furnishing and installing of materials, labor, and equipment required to provide the complete scope of work for each specified division (includes the costs of applicable taxes, insurance, bonds, overhead, profit, small tools, travel, parking, supervision, etc.). The "TOTAL" price must equal your total lump sum bid proposal.

Division	Group	
01	General Conditions	\$
02	Existing Conditions	\$
03	Concrete	\$
04	Masonry	\$
05	Metals	\$
06	Wood, Plastics, Composites	\$
07	Thermal & Moisture Protection	\$
08	Openings	\$
09	Finishes	\$
10	Specialties	\$
11	Equipment	\$
12	Furnishings	\$
13	Special Construction	\$
14	Conveying Equipment	\$
*21	Fire Suppression	\$
22	Plumbing	\$
*23	HVAC Heating, Ventilating, Air Conditioning	\$
25	Integrated Automation	\$
26	Electrical	\$
27	Communications	\$
28	Electronic Safety and Security	\$
*31	Earthwork	\$
32	Exterior Improvements	\$
33	Utilities	\$
34	Transportation	\$
35	Waterway and Marine Construction	\$
*40	Process Integration	\$
41	Material Process & Handling Equipment	\$
42	Process Heating, Cooling & Drying Equipment	\$
43	Process Gas & Liquid Handling, Purification & Storage Eqmt.	\$
44	Pollution & Waste Control Equipment	\$
45	Industry Specific Manufacturing Equipment	\$
46	Water & Wastewater Equipment	\$
*48	Electrical Power Generation	\$
Insurance		\$
Bonds		\$
Allowances	(where applicable)	\$
TOTAL		\$

*Gap in numerical sequence, reserved for future expansion

FORM OF PROPOSAL

I. The subdivision of Work in the proposed Contract Price is as follows:

ITEM 1 WORK BY GENERAL CONTRACTOR:

For all work other than that to be done by subcontractors included in Item 2A and Item 2B.

\$ _____ (ITEM 1)

Note: In accordance with paragraph 3.E.1 this amount, together with work by the general contractor as listed in Item 2A below, must be at least 10% of the total bid price.

ITEM 2A WORK BY SUBCONTRACTORS NAMED:

Subcontractors and prices for the following trades must be listed (if such prices exceed \$25,000). However, the general bidder may list himself together with his price if he customarily performs any of the trades specified. If the general contractor requires a performance andfor labor & material payment bond then the general contractor must indicate below which of the subcontractors are subject to this requirement. The amount (%) shall not exceed the subcontractor's price listed below.

DESCRIPTION	NAME OF SUBCONTRACTOR	DOLLAR AMOUNT	LABOR & MATERIAL BOND	PERFORMANCE BOND
MASONRY				
ELECTRICAL				
MECHANICAL WITHOUT HVAC				
HVAC				

A copy of the executed agreement between the successful bidder and the named subcontractors above must be presented to the Office of CPCA at time of contract signing. The contract may not be executed until copies of executed agreements are received by CPCA.

ITEM 2B WORK BY SUBCONTRACTORS NOT NAMED:

\$ _____
(INCLUDES ALL SUBCONTRACT WORK NOT LISTED IN ITEM 2A)

The undersigned agrees that each of the subcontractors listed on this FORM OF PROPOSAL will be used for the work indicated at the amount stated, unless a substitution is permitted by the University.

J. SET-ASIDE CONTRACTOR SCHEDULE

By submitting a bid for this project, the bidder represents that it has used good faith efforts to secure commitments from SBEs and MBEs in a value that is equal to, or greater than, the Set Aside (as defined in the Invitation to Bid). If, despite its good faith efforts, a bidder has not yet been able to secure commitments for the full value of the Set Aside, the bidder will nonetheless be expected to meet the Set Aside if it is awarded the contract for this project.

Below, the bidder shall list those SBEs and MBEs from whom the bidder has secured commitments for the project as of the date hereof and the dollar amounts the bidder anticipates awarding to each such SBE/MBE.

<u>Name</u>	<u>Address</u>	<u>Amount</u>
-------------	----------------	---------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

BIDDERS MUST PROVIDE A CERTIFICATE OF ELIGIBILITY FOR EACH SUBCONTRACTOR LISTED ABOVE. CERTIFICATES ARE AVAILABLE THROUGH THE FOLLOWING WEBSITE;
<https://www.biznet.ct.gov/fSupplierDiversity/SDSearch.aspx>

The Undersigned agrees that each of the subcontractors listed on the proposal form will be used for the work, unless a substitution is permitted by the awarding authority.

Authorized Signature

Title

Company Name

K. BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional definitions in Instruction to Bidders page 18) –Bidder is a small contractor. Yes No____ –Bidder is a minority business enterprise Yes No____ (If yes, check ownership category) Black_ Hispanic_ Asian American____American IndianfAlaskan Native _____ Iberian Peninsula____ Individual(s) with a Physical Disability____ Female____
Bidder Parent Company(If any)	–Bidder is certified as above by State of CT Yes No –
Other Locations in Ct. (If any)	DAS Certification Number _____

PART II - Bidder Nondiscrimination Policies and Procedures

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes No__</p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes No__</p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes No__</p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes No__</p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes No__</p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes No__</p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes No__</p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes No NA__</p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes No__</p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes No NA__</p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes No__ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes No__ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes No__</p>	<p>12. Does your company have a written affirmative action Plan? If no, please explain. Yes No__</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes No__ If yes, give name and phone number. _____ _____</p>

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes___ No___
 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise as defined on page 1 f use additional sheet if necessary)
 1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a? Yes___No___

Part IV – Bidder Employment Information

Date:

JOB CATEGORY	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (check yes or not and report percent used)				2. Check (x) any of the below listed requirements that you use as a hiring qualification		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination?
SOURCE	YES	NO	% of applicants provided by source	(x)		
State Employment Service					Work Experience	
Private Employment Agencies					Ability To Speak Or Write English	
Schools And Colleges					Written Tests	
Newspaper Advertisements					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendations	
Minority/Community Organizations					Height Or Weight	
Others Please Identify					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing).

I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)

(Date Signed)

(Title)

(Telephone)

L. PROPOSER'S QUALIFICATIONfRESPONSIBILITY STATEMENT

The Proposer shall have already completed and submitted the Questionnaire and other submission required by the University in its Invitation to Pre-Qualify, regarding the Proposer's qualifications. If changed circumstances arising since the initial submission, or other facts have occurred which would result in a material change to any of the Proposer's initial responses or submissions, the Proposer shall provide any such supplementary, or revised information at this time, along with its Proposal.

1. State, identify any such changed circumstances or other facts and provide any such supplementary or revised information as described above, identifying specifically, by number and content, each prior question, response to the Questionnaire, or information changed, supplemented or revised. (Attach a separate sheet if necessary)

2. State "NONE" if there are no changes to be made. _____

Please note that if the end date of the time period covered by the information submitted during your pre-qualification is three or more months old, please provide current financial documentation demonstrating that your present financial position has remained the same, or showing and identifying any changes in any way, in relation to the audited financial statement you submitted with your pre-qualified application on this proposal.

Dated at	this	day of	20
Name of Organization:			
Signature:			
Print Name:			
Title:			
Notary Statement:			
Mr.fMrs.fMs.			
being duly sworn deposes and says that hefshe			
is the			
of			
and that the			
(Position or Title)			
(Firm Name)			
answers to the foregoing questions and all statements therein contained are true and correct.			
Subscribed and sworn to before me this			
day of			
20			
Notary Public:			
My Commission Expires:			
20			

M. ETHICS FORMS - A duly authorized representative of the company must sign these forms

N **These forms must be notarized and clearly show notary seal or acknowledged by a Commissioner of the Superior Court.**

N ALL REQUIRED forms, **must be completed, signed and returned** by the bidder/proposer as part of the bid/proposal/RFP response package.

N Failure to submit ALL REQUIRED forms constitutes grounds for rejection of your bid/proposal/RFP.

N If it is determined by the University of Connecticut and for State of Connecticut that **any information requested was not referenced and submitted** with this bid/proposal/RFP/LOI, and then such determination **will be just cause for disqualification of the bid/proposal/RFP.**



STATE OF CONNECTICUT

GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: ☐ Initial Certification ☐ 12 Month Anniversary Update (Multi-year contracts only.)
 ☐ Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ **day of** _____, **20**__ .

Commissioner of the Superior Court (or Notary Public)

My Commission Expires

OPM Ethics Form 5
Rev. 10-01-11



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: ____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

Consultant's Name and Title Name of Firm (if applicable)

Start Date End Date Cost

Description of Services Provided: _____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: _____
Name of Former State Agency Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Name of Bidder or Contractor **Signature of Principal or Key Personnel** **Date**

Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 20____.

**Commissioner of the Superior Court
or Notary Public**



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Affidavit
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am _____ of _____, an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of _____.
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut

General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory

Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20____.

Commissioner of the Superior Court/
Notary Public

Commission Expiration Date

FORM OF PROPOSAL

All pages within the Form of Proposal must be completed, signed by a duly authorized representative of the firm and returned as part of the bid/proposal/Rfq response package. NO FACSIMILE SIGNATURE PERMITTED

- N If the form of proposal is being submitted by a Joint Venture, each Joint Venture shall sign the Proposal, and each Joint Venture agrees to be bound by the terms and conditions thereof.
- N Failure to submit ALL REQUIRED forms constitutes grounds for rejection of your bid/proposal/Rfq.
- N If it is determined by the University of Connecticut and/or State of Connecticut that any information requested but not referenced and submitted with this bid/proposal; such determination will be just cause for disqualification of the bid/proposal.

(TO BE FILLED IN AND SIGNED BY THE BIDDER)

Signed the _____ day of _____ 20 ____.

Firm Name: _____
Street: _____
City/State/Zip Code: _____
Telephone Number: _____
Fax Number: _____
Duly Authorized Title: _____

(TO BE FILLED IN AND SIGNED BY JOINT VENTURE IF APPLICABLE)

Firm Name: _____
Street: _____
City/State/Zip Code: _____
Telephone Number: _____
Fax Number: _____
Duly Authorized Title: _____
Duly Authorized Title: _____

End of Form of Proposal



AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

The following document is the AIA 101 – Standard Form of Agreement Between Owner and Contractor as modified by the University of Connecticut.
Modification Date: March 27, 2015

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

University of Connecticut
Capital Project & Contract Administration
3 North Hillside Road, Unit 6047
Storrs, Connecticut 06269

and the Contractor:
(Name, address and other information)

for the following Project:
(Name, location and description)

The Architect:
(Name, address and other information)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

(1649173296)

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5	PAYMENTS
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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, as amended, the AIA A201-2007 General Conditions, as amended, Drawings, Specifications, Bid Clarifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The Contractor shall furnish and install all materials, labor and equipment required to provide ***** as set forth in the Contract Documents enumerated in Article 9.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraphs deleted)

Date of Commencement shall be fixed in the Notice to Proceed.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Paragraph deleted)

(Row deleted)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Paragraphs deleted)

Init.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents, and are hereby accepted by the Owner. The Contract Sum is the amount set forth in Section 4.1 and includes the amounts for the following alternates, if any, accepted by the Owner.

Alternate prices which reflect the work of the bid package under which this bid proposal was submitted shall remain valid for the life of the project, unless otherwise noted in the Contract Documents and include all costs for a complete installation. All pricing is inclusive of all costs of wages, applicable taxes, benefits, applicable insurance, overhead and profit. Alternate prices are good for both adds and deducts.

§ 4.3 Unit prices, if any are as follows:

All rates are inclusive of all costs of wages, applicable taxes, benefits, applicable insurance, overhead and profit. The rates provided will be negotiated and included as part of a subcontract. The Unit Prices herein shall remain valid for the life of the project and include all costs for a complete installation. Unit prices are good for both adds and deducts.

Item	Units and Limitations	Price Per Unit (\$ 0.00)
------	-----------------------	--------------------------

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 The Owner shall make payments to the Contractor on each Application of Payment within 45 days of the Owner Representative's receipt of a properly submitted, correct and accepted Application, in accordance with the provisions of the AIA A201-2007 General Conditions, Article 9, as amended. The "Owner Representative" shall be as defined in AIA A201-2007 Paragraph 2.1.1.1.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

Init.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Seven and One Half Percent (7.5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Seven and One Half Percent (7.5%);
- .3 In addition, if the State Commission on Human Rights and Opportunities ("CHRO") authorizes the award or execution of this contract in advance of CHRO's approval of the Affirmative Action Plan required to be submitted by the Contractor pursuant to Connecticut General Statutes Section 46a-68d, the Owner will withhold an additional two percent (2%) of the total contract price per month from any payment made to such Contractor, until such time as the Contractor has received approval from CHRO of the Affirmative Action Plan. Moreover, if CHRO determines through its complaint procedure and the hearing process provided in Connecticut General Statutes Section 46a-56(c) that a contractor or subcontractor is not complying with anti-discrimination statutes or contract provisions required under Connecticut General Statutes Section 4a-60 or 4a-60(a) or the provisions of Connecticut General Statutes Section 46a-68c to 46a-68f, inclusive, and if so ordered by the presiding officer after such hearing and upon a finding of noncompliance, the University shall retain two percent (2%) of the total contract price per month on the contract with the Contractor.
- .4 Subtract the aggregate of previous payments made by the Owner; and
- .5 Subtract amounts, if any, for which the Owner Representative has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner Representative shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

N/A

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

Init.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, subject to the provisions of the AIA A201-2007 General Conditions, Article 9, as amended.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The University Master Planner and Chief Architect for Planning Architectural & Engineering Services for the Owner and in the case of a project for the UCONN Health ("UCH"), its Associate Vice President for Facilities Development & Operations will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(Paragraphs deleted)

§ 6.2 BINDING DISPUTE RESOLUTION

(Paragraphs deleted)

NOT USED.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2

(Paragraphs deleted)

NOT USED.

§ 8.3

(Paragraphs deleted)

NOT USED.

§ 8.4

(Paragraphs deleted)

NOT USED.

(Paragraph deleted)

§ 8.5 The Contractor's representative shall not be changed without ten days written notice to the Owner.

§ 8.6 Other provisions:

The Contractor is hereby specifically cautioned that unless specifically authorized, in writing, by the University's Executive Vice President for Administration and Chief Financial Officer, or in the case of UCH its Chief Administrative Officer, on a case by case basis, the Contractor shall have no right to use, and shall not use, in any manner, the name of the University of Connecticut, its officials or employees, or the Seal of the University:

- (a) in any advertising, publicity, promotion, nor;
- (b) to express or to imply any endorsement of Contractor's work product or services.

§ 8.7 ETHICS AND COMPLIANCE

In accordance with the University's compliance program, the University has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to University policies and procedures can report such matters anonymously. Such persons may also directly contact the University's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax

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860-486-4527. As a provider of goods and/or services to the University, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this contract, of this reporting mechanism.

§ 8.8 JOINT VENTURE

§ 8.8.1 If the Contractor is a joint venture, each joint venture partner shall be jointly, severally and individually responsible to the Owner for the performance of any and all obligations of the Contractor encompassed by this contract or as required by applicable law, and each joint venture partner shall be jointly, severally and individually liable to the Owner for any failures to perform such obligations in accordance with the contract or applicable law. In its dealings with the Owner, each joint venture partner shall have full authority to act in behalf of and bind the joint venture and any other joint venture partner. Each joint venture partner shall be considered to be the agent of the joint venture and of any other joint venture partner.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction, as amended and attached hereto.

§ 9.1.3 NOT USED.

(Table deleted)

§ 9.1.4 The Specifications are those contained in the Project Manual dated _____ and are as follows:

Table of Contents – Exhibit A

(Table deleted)

§ 9.1.5 The Drawings are dated _____ and are as follows:

List of Drawings – Exhibit B

(Table deleted)

§ 9.1.6 The Bid Clarifications or Addenda, Exhibit C, if any, are as follows:

Number

Date

Pages

Portions of Bid Clarifications or Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are as follows:

The Invitation to Bid dated _____

Notice and Instructions to Bidders

Contractor's Proposal Form dated _____

(Paragraph deleted)

Contractor's Schedule of Labor Rates approved by the Owner attached as Exhibit D

Contractor's Critical Path Method ("CPM") Schedule approved by the Owner attached as Exhibit E

Project Manual dated _____

Owner's Contractor Environmental, Health & Safety Manual

Payment and Performance Bonds (attached hereto)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

Init.

This Agreement is entered into as of the day and year first written above and is executed in at least three originals, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER *(Signature)*

Executive VP for Administration & CFO

Duly Authorized: CGS §§ 10a-109d; 10a-109n

(Printed name and title)

Date:

CONTRACTOR *(Signature)*

(Printed name and title)

Date:

(Paragraphs deleted)

Init.



Document A201™ – 2007

General Conditions of the Contract for Construction

The following document is the AIA A201 – General Conditions of the Contract for Construction as modified by the Owner.

Modification Date: June 30, 2015

for the following PROJECT:
(Name and location or address)

THE OWNER:

(Name and address)
University of Connecticut
Capital Project & Contract Administration
3 North Hillside Road, Unit 6047
Storrs, Connecticut 06269

THE CONTRACTOR:

(Name and address)

THE ARCHITECT:

(Name and address)

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User Notes:

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of these General Conditions, as amended, the AIA A101-2007, as amended, Drawings, Specifications, Bid Clarifications and/or Addenda issued prior to execution of this Contract, other documents listed in this Contract and Modifications issued after execution of this Contract, all of which form the Contract, and are as fully a part of the Contract as if attached to this Contract or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears in Article 9 of the AIA A101-2007. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, or (3) a written order for a minor change in the Work issued by the Architect.

§ 1.1.1.1 Whenever the words, "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the direction, "requirement", "order", "designation", or "prescription" of the Owner Representative is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean, "approved by", or "acceptable to", or "satisfactory to" the Owner Representative unless otherwise expressly state. The "Owner Representative" shall be as defined in the AIA A201-2007 Section 2.1.1.1.

§ 1.1.1.2 Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the Contract Documents accompanying this Contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is, "furnished and installed".

§ 1.1.1.3 All personal pronouns used in this Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only, and neither limit or amplify the provisions of this Contract in itself. The use herein of the word "including", when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation", or "but not limited to", or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project, whether on or off the site of the Project, and including all labor, materials, equipment and services provided or to be provided by subcontractors, sub-subcontractors, material suppliers or any other entity for whom the Contractor is responsible under or pursuant to the Contract Documents.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

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§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

(Paragraphs deleted)

§ 1.1.7 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work, which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.1.8 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.9 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the AIA A101-2007 Contract Section 6.1 to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Contract under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 In the event of inconsistencies within or between parts of the Contract Documents or between the Contract documents and applicable standards, codes, and ordinances, the Contractor shall: 1) provide the better quality or greater quantity of work, or 2) comply with the more stringent requirement; either or both in accordance with the Owner Representative's interpretation. The terms and conditions of this Section 1.2.1 however, shall not relieve the Contractor of any of the obligations set forth in Sections 3.2 and 3.7.

§ 1.2.1.1.1 Before ordering any materials or doing any Work, the Contractor and each Subcontractor shall verify measurements at the project site and shall be responsible for the correctness of such measurements. Any difference which may be found shall be submitted to the Architect for resolution before proceeding with the Work.

§ 1.2.1.1.2 If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure for approval by the Architect before making the change.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 In performing its obligations under this contract, the Contractor shall comply with all applicable statutes, laws, ordinances, regulations, codes, rules or orders of, or issued by any governmental body having jurisdiction over the Work, location of the Work, or the Contract.

§ 1.2.5 If any item, material, product or equipment is found to be specified in more than one Division Section or Article of the Specifications, the Contractor shall be responsible for determining which subcontractor or supplier shall provide the item.

§ 1.2.5.1 When applied to materials and equipment, the words "furnish", "install", and "provide" shall mean the following:

The word "provide" shall mean to furnish, pay for, deliver, install, adjust, clean and otherwise make materials and equipment fit for their intended use, as specified in Section 3.5 of the General Conditions.

The word "furnish" shall mean to secure, pay for, deliver to site, unload, uncrate and store materials.

The word "install" shall mean to place in position, incorporate in the work, adjust, clean, make fit for use, and perform all services specified in General Conditions Section 3.5 except those included under the definition of the word "furnish" above.

The phrase "furnish and install" shall be equivalent to the word "provide".

§ 1.2.5.2 The phrase "match existing" shall mean the following:

Where Contract Documents call for exact matching, match existing work exactly in quality and appearance.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 EXECUTION OF CONTRACT

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

(Paragraphs deleted)

§ 1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.6.1 For the purposes of this Contract only, the Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors. The Owner will retain all common law, statutory and other reserved rights, including copyrights unless the Contract between the Owner and Architect provides otherwise. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' rights.

§ 1.7 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Contract or the Contract Documents.

§ 1.8 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

§ 1.8.1 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. Except as otherwise provided in Section 4.2.1, the Architect does not have any authority to act on behalf of the Owner. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.1.1 A staff member of the Owner shall be designated as the "Owner Representative". All contact and communication with the Owner shall be through the Owner Representative, or his or her designee. The Owner, on certain projects, may also retain the services of an outside Construction Administrator, who may be authorized to exercise certain contractual powers of the Owner Representative and/or the Architect. Should this occur, the Contractor will be advised in writing, as appropriate, of the scope and nature of this Construction Administrator's role pursuant to these Contract Documents.

§ 2.1.2 NOT USED.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 NOT USED.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall exercise proper precautions relating to the safe performance of the Work. Contractor shall review all such information and notify the Owner of any inaccuracies within twenty (20) days of its receipt.

§ 2.2.3.1 Data concerning site, size, access to site, staging and storing, present obstructions on or near the site, conditions of existing adjacent structures, locations and depths of sewers, conduits or pipes, gas lines, position of sidewalks, curbs and pavements, and other data concerning site conditions, has been obtained from sources Owner believes reliable. Accuracy of such data, however, is not guaranteed and is furnished solely for accommodation of Contractor. Use of such data is made at Contractor's sole risk and expense.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 The Contractor shall purchase such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the

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Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. This right shall be in addition to and not in restriction or derogation of the Owner's rights under Article 14 hereof.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after such seven (7) day period give the Contractor a second written notice to correct such deficiencies within a three (3) day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§2.5 EXTENT OF OWNER RIGHTS

§2.5.1 The rights stated in Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law or (3) in equity.

§2.5.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative. The Contractor shall not replace the Contractor's representative without the prior written consent of the Owner.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents) as an inducement to the Owner to execute the Contract Documents, which representations and warranties shall survive the execution and delivery of the Contract Documents and the final completion of the Work;

- (a) That it is financially solvent, able to pay its debts as they mature and possesses sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- (b) That it, through its Subcontractors or otherwise, is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- (c) That it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the site of the Project;
- (d) That its execution of the Contract Documents and its performance thereof have been duly authorized by all necessary corporate action; and

- (e) That its duly authorized representative has visited the site of the Work, familiarized himself with the local conditions under which the Work is to be performed and correlated his observations with the requirements of the Contract Documents.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor and all Subcontractor tiers have visited the site, become familiar with all existing conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 The Contractor and all Subcontractors shall visit the Project site and become acquainted with all existing conditions and conduct all tests, examinations or inspections including, but not necessarily limited to any subsurface investigations they deem necessary or as required by law, at their sole expense, to satisfy themselves as to existing conditions on the site, including sub-surface conditions. No such tests, examinations or inspections shall be conducted without the Owner's prior written approval and the Owner shall approve of any engineer or consultant engaged to perform such test, examination or inspection.

§ 3.2.3 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner Representative any errors, inconsistencies or omissions discovered or which should have been discovered by or made known to the Contractor as a request for information in such form as the Architect and Owner Representative may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. After reporting to the Architect any error, inconsistency, or omission which the Contractor may discover in the Contract Documents, the Contractor is not to proceed with any work so affected without the Architect's written response and or clarifications and, if required, Owner approval of Contract adjustments.

§ 3.2.4 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner Representative any nonconformity discovered, or which should have been discovered, by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.5 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized, or should have recognized, such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner Representative immediately.

§ 3.2.6 No compensation will be allowed by reason of any difficulties which the Contractor could have discovered or reasonably anticipated, prior to execution of the Contract by visiting the project site and observing existing conditions and/or comparing these to the Contract Documents at the time of shop drawings and/or submittals.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract

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Documents give other specific instructions concerning these matters. The Contractor shall schedule and perform the Work so as not to interfere with any other related work being performed by the Owner in or about the Project site. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for any damages, losses, costs and expenses resulting from the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor shall send its qualified representative to periodic progress meetings held at such time and at such place as Architect or the Owner shall designate in accordance with the Contract Documents.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 In connection with any requests for substitutions, the Contractor:

1. represents that the Contractor and Subcontractor or any applicable tier have personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. represents that the Contractor and proposed manufacturer will provide the same or superior warranty coverage for the substitution that the Contractor would for that specified;
3. certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent;
4. shall coordinate the installation of the accepted substitution, making such changes as may be required for the Work to be complete in all respects;
5. shall make requests for substitutions within fifteen (15) days after Contract award or at the preconstruction meeting; and
6. shall reimburse and compensate the Owner for any costs incurred in connection with, and/or the value of, any services performed by the Architect and/or the Owner Representative associated with addressing the request for substitution.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.3.1 The Contractor shall neither permit nor suffer the use of offensive language on or about the Work embraced in this Contract.

§ 3.4.3.2 The Contractor shall neither permit nor suffer lewd conduct on or about the Work embraced in this Contract.

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§ 3.4.3.3 All of Owner's buildings are smoke-free buildings. Additionally, the Contractor shall not permit outdoor smoking, where it creates a hazard, nor the introduction or use of drugs, spirituous or intoxicating liquors, on or about the Owner's property.

§ 3.4.3.4 The Contractor shall be fully responsible to the Owner for the acts of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts of persons directly employed by him.

§ 3.4.3.5 The Contractor shall familiarize himself and act in compliance with the current "President's Policy on Harassment" including its provisions prohibiting sexual harassment.

§ 3.4.3.6 The Contractor is hereby specifically cautioned that unless specifically authorized in writing by the Owner's Executive Vice President for Administration and Chief Financial Officer or in the case of a UConn Health project, the Chief Administrative Officer, on a case by case basis, the Contractor shall have no right to use and shall not use, in any manner, the name of the Owner, its officials or employees, or the Seal of the Owner: (a) in any advertising, publicity, promotion; nor (b) to express or to imply any endorsement of Contractor's work product or services.

§ 3.4.4 Directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment, and operation of their materials or equipment shall be complied with, but the Contractor shall nonetheless have the responsibility of determining whether such directions, specifications, and recommendations may safely and suitably be employed in the Work, and of notifying the Architect in advance in writing of any deviation or modification necessary for installation safety or proper operation of the item.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Owner is a tax-exempt institution. The Contractor shall be familiar with the current regulations of the Department of Revenue Service. The tax on materials or supplies exempted by such regulations shall not be included as part of the Contract Sum, or any Application for Payment, or request for Change Order or other compensation. A Sales Tax Certificate is available from the Owner's Purchasing Department upon written request.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

(Paragraph deleted)

§ 3.7.4 If any governmental body having jurisdiction over the Work requires licenses or registrations for the performance of the Work, or any part thereof, the Contractor shall hold such valid licenses or registrations as may be

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required by law to prosecute the Work to completion. If any part of the Work for which such a license or registration is required to be performed by Subcontractors of any tier, the Contractor shall ensure that any such Subcontractor holds such valid licenses or registrations as may be required by law to prosecute said Work to completion.

§ 3.7.5 Concealed or Unknown Conditions. See Section 15.1.8.

§ 3.7.6 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances, except when installation is specified as part of the allowance in Division 1 Specifications; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2, except when installation is specified as part of the allowance in the General Requirements (Division 1 of the Specifications).

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT AND PROJECT MANAGER

§ 3.9.1 The Contractor shall employ a competent full time superintendent(s) and necessary assistants who shall be in attendance at the Project site during performance of the Work for the duration of the entire Project. The superintendent shall be satisfactory to the Owner and the Contractor shall not replace the superintendent without the prior written consent of the Owner. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.9.2 If not already identified as part of the Owner's pre-qualification process, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner's Representative and Architect the name, qualifications and references of the proposed superintendent(s).

§ 3.9.3 The superintendent(s) shall be satisfactory to the Owner and the Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. If for any reason the superintendent(s) is unsatisfactory, upon request of Owner, other qualified representatives shall be substituted. The Contractor shall not change the superintendent without the Owner's written consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 The Contractor shall employ a competent project manager and necessary assistants who shall be in attendance at the Project site during performance of the Work for the duration of the entire Project. The project manager shall be satisfactory to the Owner and the Contractor shall not replace the project manager without the prior written consent of the Owner. The project manager shall represent the Contractor, and communications given to

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the project manager shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.9.5 If not already identified as part of the Owner's pre-qualification process, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name, qualifications and references of the proposed project manager.

§ 3.9.6 The project manager shall be satisfactory to the Owner and the Contractor shall not employ a proposed project manager to whom the Owner or Architect has made reasonable and timely objection. If for any reason the project manager is unsatisfactory, upon request of Owner, other qualified representatives shall be substituted. The Contractor shall not replace the project manager without the prior written consent of the Owner.

§ 3.9.7 Additional key personnel may be required for this project. The Contractor shall provide additional personnel as required to ensure proper project coordination.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, within ten (10) days of the date reflected on the Letter of Intent to Award, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall be in such format, and contain such information as the Owner may request or outlined in Division 1 of the Specifications. The schedule shall not exceed time limits current under the Contract Documents, shall, with the prior review and approval of the Owner and Architect, be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for simultaneous review and approval by the Owner and Architect. The Owner and Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Bid Clarifications and/or Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1.1 In addition, the Contractor shall indicate on the drawings, as best as possible, all new and existing pipe and conduit runs which are concealed in the floor slabs, walls, ceilings, etc. The Contractor shall indicate on the drawing the electrical distribution panel and circuit number supplying each item installed or reconnected, with diagrammatic lines showing sequence of connections. All changes shall be identified and circled on the Architect's and Engineer's drawings at the time they occur for each such field change.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect or Engineer without action. Such action will not be grounds for time extension to the Contract.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect and the Owner Representative in writing of such deviation at the time of submittal and (1) the Owner Representative has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for

conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 See Specifications for additional information on Shop Drawings.

§ 3.13 USE OF SITE

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 Nothing contained in the Contract Documents shall be interpreted as giving the Contractor exclusive use of the premises where the Work is to be performed.

§ 3.13.3 The Work in this Contract should not interfere with normal, continuous and safe operation of the buildings and site. If interference appears possible because of new connections to existing work or other reasons, the Work involved must be done at a time and in a manner approved by the Owner Representative as a part of the Contract.

§ 3.13.4 The Contractor shall comply with the following procedures when working in occupied areas including classrooms, hallways, and office spaces:

§ 3.13.4.1 **Notification:** The Contractor shall notify the Owner Representative and the Building Safety Committee Representative two (2) days prior to commencing work in occupied office, classroom and other areas. This notification shall include detailed description of proposed work.

§ 3.13.4.2 **Overhead Work:** There shall be no overhead work, (e.g. demolition, HVAC ductwork, and/or electrical) performed directly over occupied spaces.

§ 3.13.5 The Contractor shall produce a site mobilization plan for the Owner Representative's review and approval before beginning operations on site. This document shall be updated and submitted monthly. No deviations will be allowed without the prior approval of the Owner.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.14.3 Written permission shall be obtained from the Architect/Engineer before cutting beams, arches, lintels or other structural members.

§ 3.14.4 See Specifications for additional information on Cutting and Patching.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall clean and/or remove all stains, spots, marks, blemishes, foreign matter and dirt from surfaces of the Work and from other surfaces not a part of the Work but where such conditions resulted from the Contractor's operations from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect. In the event of legal action arising out of such infringement for which the Contractor is responsible and which action has the effect of stopping the Work, the Owner may require the Contractor to substitute other products of like kind as will make it possible to pursue and complete the Work. Costs and expenses caused thereby shall be borne by the Contractor.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall defend, indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the willful, wanton or negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18. Nothing in this Section shall be construed as obligating the Contractor to indemnify or hold harmless any of the parties indemnified hereunder against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of any such indemnified party, or such party's agents or employees.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.18.3 The Contractor further agrees to obtain and maintain at its expense such general liability insurance coverage as will insure the provisions of this Section and other contractual indemnity obligations assumed by the Contractor in this Contract.

§ 3.18.4 The Contractor shall defend, indemnify and hold harmless the Owner, the Architect, and the Architect's consultants and their agents and employees from and against all claims, damages, losses, including, but not limited to, attorneys fees, arising out of or resulting from any type of pollution and/or environmental impairment into or upon the land, the atmosphere, or any course or body of water that is above or below ground, which is caused by any negligent or willful or wanton act or omission of the Contractor, subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor shall further indemnify and hold harmless the Owner, the Architect, and the Architect's consultants, and the agents and employees of any of them, as set out above for any acts that are outside of the contract specifications, and without the supervision or direction of the Owner, its Architects and Engineers; additionally this same indemnification shall apply to the misuse or malfunction of any equipment rented, owned, or leased by the Contractor, subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable. Nothing in this Section shall be construed as obligating the Contractor to indemnify or hold harmless any of the parties indemnified

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hereunder against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of any such indemnified party, or such party's agents or employees.

The Owner assumes no responsibility or liability from loss or damage to the Contractor's equipment, materials, or supplies.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.2.1 Where it is stated in the Contract Documents that the Contractor shall pay for or reimburse the Owner for services of the Architect, such payment shall be at a rate of two and one half (2.5) times the Architect's Direct Personnel Expense plus any expenses incurred in providing such services. Direct Personnel Expense is defined as the direct salaries of the architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contribution and benefits.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Owner Representative has authority to reject Work that does not conform to the Contract Documents. Whenever the Owner Representative considers it necessary or advisable for implementation of the intent of the Contract Documents, the Owner Representative will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. The Architect shall advise and assist the Owner Representative in performing any of the functions set forth in this Section.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Owner Representative or the Architect will prepare Change Orders and Construction Change Directives and may authorize minor changes in the Work as provided in Section 7.4..

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10. The undertaking of any inspections by the Architect is not to be construed as supervision of actual construction, nor to make the Architect responsible for providing a safe place for the performance of work by the Contractor or the Contractor's employees, or those of suppliers of subcontractors for access, visits, work, travel, or occupancy by any person.

§ 4.2.10 NOT USED.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until fifteen (15) days after written request is made for them.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The decisions of the Owner Representative, with the advice and consultation of the Architect on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable from the date of the Letter of Intent to Award, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within fourteen (14) days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. The Contractor shall submit the list of the subcontractors along with their CT registration number and FEIN or social security number if no FEIN number is available, within ten (10) days of the Letter of Intent to Award.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.2.1 The Contractor shall not contract with a person or entity who appears on the State of Connecticut Debarment List, the Federal Davis Bacon Act Debarment List, both of which are available through:

<http://www.ctdol.state.ct.us/>

or the Federal List of Excluded Parties Listing System available through <http://epls.arnet.gov/>

or who is party to a legal dispute with the State of Connecticut.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work and is not ineligible to be contracted with in accordance with Section 5.2.2.1, the Contract Sum and/or Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity (including those who are to furnish materials or equipment fabricated to a special design) previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.2.5 As set forth more fully in the Notice and Instructions to Proposers, if the value of the masonry, electrical, mechanical (other than HVAC) and HVAC work each exceeds \$25,000, the Contractor may be required to list the names and prices of Subcontractors for masonry, electrical, mechanical other than HVAC, and HVAC work, as well as other Subcontractors or as may be required by the Bid Documents. Substitution of a Subcontractor for one named in the Bid Document, or substitution of a Subcontractor for any designated sub trade work bid to be performed by the Contractor's own forces, shall not be permitted, except for good cause. The term "good cause" includes but is not limited to a Subcontractor's or where appropriate, Contractor's: (1) death or physical disability, if the listed Subcontractor is an individual; (2) dissolution, if a corporation or partnership; (3) bankruptcy; (4) inability

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to furnish any performance and payment bonds shown on the Proposal Form; (5) inability to obtain, or loss of, a license necessary for the performance of a particular category of work; (6) failure or inability to comply with a requirement of law applicable to Contractors, Subcontractors, or construction, alteration, or repair projects; and (7) failure to perform its agreement to execute a Subcontract, as set forth in the Bid Documents.

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 Any Subcontract must be in the form as provided by the Owner in accordance with Section 4b-96 of the Connecticut General Statutes. Supplements or other forms of Subcontracts are permitted as long as all the basic elements of the Connecticut General Statutes Section 4b-96 form are covered. In the event of any conflict or inconsistency between the Connecticut General Statutes Section 4b-96 Subcontract form as provided by the Owner and the Contractor's standard Subcontract form, the provisions of the Connecticut General Statutes Section 4b-96 Subcontract form shall prevail. Any standard Subcontract form used will be attached as a supplement to the Connecticut General Statutes Section 4b-96 Subcontract form as provided by the Owner.

Within five days after being notified of an award of a general contract by the Owner or, in the case of an approval of a substitute Subcontractor by the Owner, within five days after being notified of such approval, the Contractor shall present to each listed and approved Subcontractor, or approved Substitute Subcontractor, which will be performing masonry, electrical, mechanical other than HVAC, or HVAC work, or which will be performing other subcontract work which the Owner has designated in the Bid Documents as applicable to the following requirements:

1. A Subcontract in the form as described above.
2. A notice of the time limit under this section for executing a Subcontract.

If such Subcontractor fails within five days, Saturdays, Sundays and legal holidays excluded after presentation of a Subcontract by the Contractor to execute a Subcontract in the form hereinafter set forth, the Contractor shall propose another Subcontractor for the Owner's consideration and approval. When seeking approval for a substitute Subcontractor, the Contractor shall provide the Owner with all documents showing (A) the Contractor's proper presentation of a Subcontract to the listed Subcontractor and (B) communications to or from such Subcontractor after such presentation. The Owner shall adjust the Contract Price to reflect the difference between the amount of the price of the new Subcontractor and the amount of the price of the prior Subcontractor if the new Subcontractor's price is lower and may adjust such Contract Price if the new Subcontractor's price is higher. The Contractor shall, with respect to each such Subcontractor or approved substitute Subcontractor, file with the Owner a copy of each executed subcontract within ten days, Saturdays, Sundays and legal holidays excluded, of presentation of a Subcontract to such Subcontractor.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

1. assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

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- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract. Contractor agrees to execute any and all other documents reasonably required to effect the assignment.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

§ 5.5 The Contractor shall promptly advise the Owner in writing of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor or claiming any default by the Contractor in any of its obligations to such Subcontractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules and construction requirements. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement between the Owner and Contractor. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable. If any part of a Contractor's work depends on proper and timely execution or relies upon the interphasing or coordinating of the work of any other separate Contractor, or the Owner, the Contractor shall allow for this interrelationship in the planning and performance of his work, without interference to any other contractor.

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§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Owner Representative will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. All changes to the Work shall be approved by the Owner Representative. Except as permitted in Section 7.3, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alterations or additions to the Work, whether or not there is, in fact, any unjust enrichment shall be the basis for any claim for an increase in any amounts due under the Contract Documents or a change in any time period provided for the Contract Documents.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Owner or Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

There shall be no extension in the Contract time unless the Contractor can effectively demonstrate that the Work delayed is on the critical path of the Project Schedule in accordance with Section 8.3.

The signature of the Architect signifies that he has reviewed the change proposed, with accompanied breakdowns and subcontractors change proposals for appropriate quantities and unit costs and recommends the change. However, if the Contractor and the Owner Representative have signed the change order, the Architect's signature is not necessary in order for the Change Order to constitute a modification to the Contract which binds the Owner and the Contractor.

§ 7.2.2 CHANGE ORDER COST COMPONENTS

The contractor's proposal for a change in the Work shall be itemized completely, submitted in a detailed format acceptable to the Owner and shall include the following itemized cost components, as appropriate:

§ 7.2.2.1 Engineered Equipment and Materials:

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Engineered Equipment shall be defined as equipment specified by the contract from a single manufacturer.

Material (bulk materials) shall be defined as permanent construction materials that become part of the completed installation. Engineered Equipment and Material costs shall be considered all-inclusive of the purchase cost of the equipment including all freight costs, purchasing services, expediting, and inspections and shall be substantiated by manufacturer quotes subject to review and approval by the Owner's representative, with the advice of the Architect.

§ 7.2.2.2 Direct Field Labor Hours:

Direct labor work hours for change orders shall be itemized indicating the estimated direct labor to be expended in the actual installation of equipment and materials that will become a permanent part of the finished project. The quantity of hours shall be based upon the contractor's estimate to complete the work based upon actual field conditions subject to review and approval by the Owner's representative, with the advice of the Architect.

§ 7.2.2.3 Direct Field Labor Costs:

Direct field labor costs are defined as cost of the direct labor estimated in the actual installation of equipment and materials that will become a permanent part of the finished project. Direct field labor may include hourly labor classifications for foremen, journeymen, apprentices, laborers, etc. Direct field labor costs may include a contractor's direct labor payroll costs including social security, unemployment (federal and state), workers' compensation insurance, fringe benefits, and any other identified costs directly related to direct labor subject to review and approval by the Owner's representative, with the advice of the Architect.

The contractor's direct labor rates as outlined above are to be substantiated by a detailed direct labor cost breakdown with associated back-up support in a form acceptable to the Owner.

If the project is subject to prevailing wage rates, no wage above the prevailing rate shall be allowed unless such rate is substantiated by documentation of actual wages paid in the proposed amount or subject to labor rates submitted and accepted by the Owner as part of the contract documents.

§ 7.2.2.4 Construction Equipment and Tool Rental:

Contractor owned or rented equipment and major tools costs are allowed as part of the cost of a Change Order if it is demonstrated to the Owner's satisfaction that such costs are valid and related to the change in work. Major tools shall be defined as non-hand held tools. Pricing rates for equipment and major tools shall be acceptable if agreed to by the Owner. In such cases, equipment costs shall be submitted for review and approval by the Owner, with the advice of the Architect. Changes that require specialized equipment not already on site shall have costs shown separately and shall include justification.

§ 7.2.2.5 Field Overheads (Indirects):

Field overhead (indirect) labor shall include field (onsite) supervision (superintendent, general foremen, field engineers)

Field overhead (Indirects) are allowed as part of a cost of a Change Order if it is demonstrated to the Owner's satisfaction that such costs are valid and related to the change in work. In such cases additional costs of supervision and directly attributable to the change based on supporting data additional shall be submitted for review and approval by the Owner, with the advice of the Architect. The hourly rate for such personnel shall be based upon rates submitted to and approved by the Owner with the advice of the Architect. Changes that require specialized personnel or additional staff shall have costs shown separately and shall include justification.

Field Facilities shall include the following classifications, as applicable:

1. Temporary offices (office furniture, copiers, computers, printers, other office equipment and supplies)
2. Temporary material storage (storage vans and containers, warehouse rental)
3. Utilities (electricity, phones, data lines, restroom facilities)

Field Facilities costs are not allowed as part of the costs of a Change Order except in the event that a change involving an adjustment in contract time is submitted and approved in accordance with Section 8.3 or for changes that do not impact the critical path, it is demonstrated to the Owner's satisfaction that such incremental costs are valid and related to the change in work. In such cases, Field Facilities costs shall be submitted for review and approval by the Owner, with the advice of the Architect.

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§ 7.2.2.6 As noted in Section 3.6, the Owner is a tax exempt institution. The tax on materials or supplies exempted by the current regulations of the Department of Revenue Services shall not be included as a cost component of any Change Order or Change Order request/proposal.

§ 7.2.2.7 Subcontractors:

Subcontractors shall adhere to the same contract requirements and shall utilize change order pricing methodology that is consistent with the general contractor's contractual agreement with the owner. Include detailed Subcontractor cost proposals as backup to all subcontractor pricing.

§ 7.2.2.8 General and Administrative Overhead (Home Office) Costs and Profit (Overhead and Profit):

Overhead and Profit shall be applied as a percentage to the total cost of the change and shall include:

1. All home office expenses;
2. Safety related items, including safety equipment, safety administration, and all related costs associated with the contractor's safety program;
3. Small tools, which are defined as construction tools with a value of up to \$500;
4. Consumable materials, which are normally used in the execution of the work and as may be further defined in the general conditions section of the specifications;
5. Indirect costs as related to field administrative personnel (project manager, field safety supervisor, planners, estimators, office manager, secretarial services, document control);
6. Indirect costs as related to support staff;
7. Commercial General, Automobile, Umbrella, Aircraft and Contractor's Pollution Liability Insurance as described in Section 11.1.2;
8. Parking;
9. Safety;
10. Commissioning Requirements;
11. Such other items as are commonly considered part of home office overhead;
12. Company vehicles, gas, mileage and travel time;
13. Union-related contributions, fees, expenses and costs;
14. Any training; and
15. Licenses.

§ 7.2.2.9 The determination of overhead and profit allowance for a contract change shall be based on the total direct cost of the work including material, labor, and equipment cost, as appropriate, utilizing the Contractor/Subcontractor Combined Overhead and Profit Markup Table as follows:

Contractor/Subcontractor Combined Overhead and Profit Markup Table:	
Contractor markup on self performed work	15%
Contractor markup on subcontractor work.	5%
Subcontractor markup on self performed work.	15%
Subcontractor markup on first tier sub-subcontractor work.	5%
Sub-subcontractor markup on self performed work.	10%
Subcontractor markup on Sub-subcontractor subtier work	0%
Sub-subcontractor markup on subtier work.	0%

§ 7.2.2.10 Upon computing of the direct costs and applying the Section 7.2.2.9 mark ups to the direct costs on a compounded basis, the aggregate allowance for overhead and profit on any contract change shall not exceed twenty percent (20%).

§ 7.2.2.11 Overtime, when specifically authorized by the Owner and not as an Extraordinary Measure (as defined in Section 8.2.3.2), shall be paid for by the Owner on the basis of premium payment only, plus the cost of insurance and taxes based on the premium payment period.

§ 7.2.2.12 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner Representative. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.2.2.13 If the Contractor does not expeditiously proceed with the work in dispute, the Owner may, in its sole discretion, cause the work to be performed by other forces, and may issue a Change Order deducting the actual cost of the work to the Owner from the Contract Sum.

§ 7.2.2.14 Bond Costs: Actual additional bonding costs associated with the value of the Change Order will be compensable only when supported by written documentation by the bonding company that the Change Order requires an increase to the original Performance, Payment, Labor or Material Bond. Such Bond Costs will be adjusted as a final Change Order to the Contractor with no additional fee or mark-up.

§ 7.2.3 The Contractor shall submit cost proposals only on "Change Order Proposal Request Form" provided in Division 1 of the Specifications or on a form and in a format acceptable to the Owner. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, unit prices, and Subcontracts. Subcontract proposals included in any work shall also be itemized.

§ 7.2.4 Alternates awarded by Change Order after Contract execution are not subject to Contractor, Subcontractor or Subcontractor tiers overhead and profit mark-up.

§ 7.2.5 Agreement upon and execution of any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule. In the event a Change Order increases the Contract Sum, Contractor shall include the Work covered by such Change Orders in Application for Payment as if such Work were originally part of the Contract Documents.

§ 7.2.6 Any percentage referred to hereafter for General Conditions, and/or Overhead and Profit included in the adjustment to the Contract Sum shall be applied to the costs of performing the work attributable to the change as stated in 7.3.7.1 through 7.3.7.6. No markup shall be allowed for premiums on bonds and insurance.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Owner Representative or Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. The signature of the Architect signifies that he has reviewed and recommends the change. However, if the Owner Representative has signed the Change Directive the Architect's signature is not necessary in order for the Change Directive to be valid.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for a proposed adjustment to the Contract Sum and/or Contract Time, the adjustment shall be based on one of the following methods:

1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. Unit prices stated in the Contract Documents or subsequently agreed upon;
3. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
4. As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that

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application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. The Contractor must proceed promptly regardless if the directive is signed by the Contractor.

§ 7.3.7 If the contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method for adjustment in the Contract Sum and/or Contract Time shall be determined at the sole discretion of the Owner Representative, on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit in accordance with Section 7.2. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner Representative may prescribe, an itemized accounting together with appropriate supporting data. Any increase to Contract time will be limited to only changes that have been demonstrated through a critical path analysis in conformance with Section 8.3 and Division 1 of the Contract Documents to extend the Project end date. Unless otherwise provided in the Contract Documents, costs of performing the Work attributable to the changes for the purposes of this Section 7.3.7 shall be limited to the following as defined in Section 7.2:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools and any hand-held equipment, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of field overhead personnel directly attributable to the change based on supporting data.

§ 7.3.8 If the Contractor does not expeditiously proceed with the work in dispute, the Owner may, in its sole discretion, cause the work to be performed by other forces, and may issue a Change Order deducting the actual cost of the work to the Owner from the Contract Sum.

§ 7.3.9 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner Representative. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.10 When the Owner and Contractor agree concerning the adjustments in the Contract Sum and/or Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order, Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect, subject to approval of the Owner Representative, has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

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§ 8.1.2 The date of commencement of the Work is the date established in the Notice to Proceed.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contract the Contractor confirms that the Contract Time is a reasonable period for performing the Work and that the Contractor is capable of properly completing the Work within the Contract Time.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.3.1 The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions (sometimes referred to as progress reports) as set forth in Section 3.10.1 of AIA Document A201 or if requested by the Owner. In the event any progress report indicates any delays or potential delays, the Contractor shall advise the Owner of its plan to recover the schedule, providing the Owner with a recovery schedule, and shall further take all steps necessary to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report or recovery schedule constitute an adjustment in the Contract Time or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

§ 8.2.3.2 In the event the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the approved construction schedule for reasons within the responsibility of the Contractor, the Owner shall have the right to order the Contractor to take any and all corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities and (3) other similar measure (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measure shall continue until the progress of the Work complies with the stage of completion required by the approved construction schedule. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.

§ 8.2.3.3 The Contractor shall not be entitled to any adjustment in the Contract Price in connection with Extraordinary Measures required by the Owner, if the Owner determines that the conditions creating the need for such Extraordinary Measures were within the responsibility of the Contractor.

§ 8.2.3.4 The Owner may exercise the rights furnished the Owner under or pursuant to this Section as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any approved construction schedule or completion date established in accordance with the Contract.

§ 8.2.4 The Contractor and the Owner agree that the times specified for the performance of the Contract shall include not only the work of the original Contract but any additional work ordered by the Owner which, in the opinion of the Owner Representative, can be performed concurrently with the original work specified and therefore do not warrant the granting of an extension of time.

§ 8.2.5 Except in the event of emergency, no substantial field operations shall be performed outside of regular working hours without the prior approval of the Architect and the Owner. The Contractor shall not be entitled to additional compensation for work performed outside of regular working hours.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, or unavoidable casualties beyond the Contractor's control, then the Contract Time may be extended by Change Order for such reasonable time periods as demonstrated through a Critical Path Analysis in conformance with Division 1 of the Contract Documents and accepted by the Owner Representative.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.2.1 Claims of delay and requests for extension of time shall set forth in detail the circumstances of such claim, the dates upon which claimed delay began and ended, and the number of days' extension of time requested. The Contractor shall provide supporting documentation as the Architect and Owner may require, including a revised Construction Schedule indicating the affect of the circumstances which form the basis for the claim.

§ 8.3.2.2 The contractor shall not be entitled to an extension of time for each and every one of a number of causes which have a concurrent and interrelated effect on the progress of the Work.

§ 8.3.2.3 Claims for extension of time arising out of authorized changes in the Work shall be made in writing prior to or concurrent with the submission of the Contractor's proposal for such change. No extension of time arising out of changes in the Work will be granted after the date upon which the Contractor is authorized to proceed with such change unless specific provision for an extension of time has been incorporated in the authorization.

§ 8.3.2.4 Any additional cost to the contractor arising from such change shall be included in the amended Contract Sum set forth in such Change Order. No claim for damages for delay, arising from such change in the Work, shall be recognized or be deemed valid.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

§ 9.2.1 Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner Representative may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.2.1.1 Submission of the Schedule of Values shall be made within five (5) days for projects under One Million Dollars (\$1,000,000.00) and for all others within thirty (30) days of the Contract execution.

§ 9.2.1.2 The Schedule of Values shall be submitted (typewritten) on an AIA Document G702 form and should be broken down into a minimum of sixteen (16) divisions based on the Construction Specifications Institute (CSI) Guidelines and subdivided further by Materials and Labor.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 By the twenty-fifth of each month, the Contractor shall submit to the Owner Representative and the Architect a Draft Application for Payment for Work in the form of an AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet. The latest edition of each document must be used.

The Owner Representative and the Architect will within ten (10) days after receipt of the Contractor's Draft Application for Payment notify the Contractor in writing of all necessary revisions.

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The Contractor shall make all revisions to the Application for Payment as required by the Owner Representative.

The Contractor shall then submit to the Owner Representative and the Architect an Application for Payment for Work in the form of a notarized AIA Document G702, Application for Payment, supported by AIA Document G703, Continuation Sheet, free of any handwritten, marks, notes, annotations, etc. and an Affidavit of Payment and Release of Claims form (either partial release or final release as appropriate) in a form as provided by the Owner.

By submission of the Affidavit and the Application for Payment the Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

§ 9.3.1.1 Each payment requisition submitted by the Contractor shall include a statement showing the status of all pending construction change orders, other pending change directives and approved changes to the original contract or subcontract. Such statement shall identify the pending construction change orders and other pending change directives, and shall include the date such change orders and directives were initiated, the costs associated with their performance and a description of any work completed. As used in this subsection, "pending construction change order" or "other pending change directive", means an authorized directive for extra work that has been issued to a contractor or a subcontractor.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Such Application for Payment shall include a deduction of seven and one half (7.5%) percent of the estimated amount of the application to be retained by the Owner until the completion of the entire Contract in an acceptable manner. The Contractor shall be prohibited from withholding more than seven and one half (7.5%) percent retainage from any payment which is otherwise due to any Subcontractor.

§ 9.3.1.3.1 In addition, if the State Commission on Human Rights and Opportunities ("CHRO") authorizes the award or execution of this contract in advance of CHRO's approval of the Affirmative Action Plan required to be submitted by the Contractor pursuant to Connecticut General Statutes Section 46a-68d, the Owner will withhold an additional two percent (2%) of the total contract price per month from any payment made to such Contractor, until such time as the Contractor has received approval from CHRO of the Affirmative Action Plan. Moreover, if CHRO determines through its complaint procedure and the hearing process provided in Connecticut General Statutes Section 46a-56(c) that a contractor or subcontractor is not complying with anti-discrimination statutes or contract provisions required under Connecticut General Statutes Section 4a-60 or 4a-60(a) or the provisions of Connecticut General Statutes Section 46a-68c to 46a-68f, inclusive, and if so ordered by the presiding officer after such hearing and upon a finding of noncompliance, the Owner shall retain two percent (2%) of the total contract price per month on the contract with the Contractor.

§ 9.3.1.4 Whenever the Owner has designated a separate section for a class of work the Contractor shall, when applicable, state as part of its application for partial payment that it considers the work required to be done under any such separate section to be fully completed in accordance with the terms of the Contract. The Owner shall thereupon conduct an inspection of the work in such class, and if it finds that such work has been fully completed in accordance with the terms of the Contract, it shall issue a statement certifying that such work is accepted as fully completed, and shall pay the Contractor in full for such work.

§ 9.3.2 Unless otherwise specifically approved, the Owner will pay only for material and equipment delivered and incorporated in the Work. If approved in advance by the Owner, payment may be similarly made for material and equipment suitably stored on site or off site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.2.1 Payment for stored material either on site or off site will require Owner's prior approval. Approval will be dependent upon demonstration of hardship due to extended time duration between required purchase and actual field installation or the critical nature of the commodity in relationship to the critical path of the construction schedule. Additionally, the Contractor must provide secured storage, insurance coverage for the material during storage, transfer of ownership of the material to the Owner and indemnify the Owner from any delay, cost associated with or resulting from, the loss or damage of such material during such storage. Payment for such material will be paid for at 80% of invoice verified cost. No stored payment will be considered for raw materials. Those items requiring fabrication must be complete so that identification and appropriate documentation can be obtained to insure such items are part of the work identified in this Contract.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.3.4 If payment for stored products is approved, Contractor shall furnish with Application for Payment a vendor invoice establishing value of material and equipment stored along with a statement of amount to be paid to vendor.

§ 9.3.4.1 Such stored items are subject to prior approval for storage and to inspection by Architect and Owner before payment is recommended.

§ 9.3.4.2 Contractor shall give Owner Certificates of Insurance in accordance with Contract Documents for the full value of the items stored. Insurance to be maintained until items are incorporated in the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect following consultation with the Owner Representative may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. The Architect following consultation with the Owner Representative may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the

Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 after prior notice, defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless full bond coverage, insurance or security acceptable to the Owner is provided by or demonstrated by the Contractor, or unless the Contractor demonstrates to the Owner that the claims do not have a reasonable basis in fact;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment in accordance with the provisions of this Contract;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 injury to persons or damage to the Work or property of the Owner, other Contractors, or others caused by the act of neglect of the Contractor or any of his Subcontractors;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance of the Contract Sum would not be adequate to cover actual or liquidated damages for the anticipated delay unless the Contractor demonstrates to the satisfaction of the Owner that it or others for whom it is responsible are not responsible for such delay;
- .7 repeated failure to carry out the Work in accordance with the Contract Documents;
- .8 failure to submit Construction Schedules as outlined in Division 1 of the Specifications in the time prescribed;
- .9 failure to submit all documents necessary for compliance with CHRO requirements;
- .10 failure to submit all copies of all certified payrolls;
- .11 failure to provide copies of subcontractors contracts per statute; or
- .12 failure to submit any other documentation requested by the Owner necessary for compliance with the requirements of any regulatory agency.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment while any of the above grounds remain uncured, nor shall any interest accrue or be payable with respect to any payments so withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 The Owner shall have the right to apply any such amounts so withheld in such manner, as the Owner may deem proper to satisfy such claims or to secure such protection. Such application of such amounts shall be payments to the Contractor.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has certified the Application for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, or shall so notify the Contractor of the Owner's intent to withhold payment to the extent reasonably necessary to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions of its Subcontractors due to the causes set forth in Section 9.5.1.

§ 9.6.2 For every Contract with the Owner for the construction, alteration or repair of any building or work;

- .1 The Contractor within thirty (30) days after payment to the Contractor by the Owner, shall be required to pay any amounts due any Subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Contractor and paid by the Owner;
- .2 The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to pay any amounts due any of its Subcontractors, whether for labor performed or materials furnished, within thirty (30) days after each Subcontractor receives a payment from the Contractor which encompasses labor or materials furnished by such Subcontractor.

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§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Pursuant to Connecticut General Statutes Sections 10a-109a through 10a-109y:

- .1 No payments shall be made by the Owner on account of this Contract for this project until the bills or estimates presented for such payments shall have been duly certified to be correct by the Owner;
- .2 The obligations of the Owner or the State of Connecticut to make payments to the Contractor for services, labor, or materials provided on this project are limited to those amounts set forth in the Contract Documents and any agreed upon changes or amendments thereto. Neither the Owner nor the State of Connecticut shall or may be liable to make payments in excess of such amount.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven (7) days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven (7) additional days' written notice to the Owner and Architect be entitled to the applicable statutory interest.. Said provision does not apply where the Owner has submitted to the Contractor its intention to withhold payment in accordance with Section 9.6.1 or where the Architect has submitted to the Contractor its intention to withhold certification in accordance with Section 9.5.1.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize without impact or interruptions the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the

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Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. The Certificate of Substantial Completion shall become valid upon the written approval thereof by the Owner Representative. Upon such acceptance and written consent of Contractor's surety, if any, and a written statement from CHRO releasing the Owner from any obligation to withhold amounts retained under Section 9.3.1.3.1, the Owner shall make payment of retainage applying to such Work or designated portion thereof. At the sole discretion of the Owner, reductions in retainage may be allowed before the Contractor reaches Substantial Completion. Such reductions shall not be allowed without written consent from the Contractor's surety. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 Certifications. The Contractor at completion of construction shall provide to the Owner a "Certificate of Substantial Compliance" bearing original signatures of an officer of the company stating: "This is to CERTIFY that in my professional opinion the complete structure/renovations described above is in substantial compliance with the approved construction documents on file with the Owner. Minor deviations and special stipulations are noted below (if any)".

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required

by the Contract Documents, (4) consent of surety, if any, to final payment, (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, (6) all documents necessary for compliance with CHRO requirements and as required to obtain the written statement of release from CHRO referenced in Section 9.8.5, (7) copies of all certified payrolls, (8) certifies that all material installed does not contain asbestos, (9) the Certificate of Substantial Compliance referenced in Section 9.8.6, and (10) any other documentation requested by the Owner necessary for compliance with the requirements of any regulatory agency. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such claim. If such claim remains unsatisfied after payments are made to the Contractor, the Contractor shall promptly pay to the Owner all money that the Owner may be compelled to pay in discharging such claim, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor, the written approval of the Owner Representative and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4
(Paragraphs deleted)
NOT USED.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.11 DAMAGES

§ 9.11.1 Time is of the essence to the Contract Documents and all obligations there under. The Contractor acknowledges and agrees that if the Contractor fails to achieve Substantial Completion, or causes any delay to the Substantial Completion of any portion of the Work within the Contract Time, as may be extended by the Owner, the Owner will sustain extensive damages and serious loss as a result of such failure. :

- .1 NOT USED.
- .2 Without limitation, the Owner shall be entitled to recover as actual damages the Owner's costs, expenses and damages it incurs in connection with the completion of the Work in the event that the Contractor fails to complete the Work, and/or the Contractor's surety fails to perform the Work pursuant to any Performance Bond. Without limitation, the Owner shall be entitled to recover as actual damages any payments it makes to any subcontractor or materials supplier that the Contractor's surety fails to pay pursuant to any Payment Bond.
- .3 The Owner may deduct damages from any unpaid amounts then or thereafter due the Contractor under this Contract. Any damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner, together with interest from the date of the demand at the legal rate.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

§ 10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Prior to and as a condition of mobilization on site, the Contractor shall submit a Safety Plan to Owner. To the extent the Owner provides safety manuals or other information, any such manuals and information shall be deemed minimum requirements for the Contractor's fulfillment of its safety obligations. Safety fines may be assessed based on Owner's safety plan and or Occupational Safety and Health Administration ("OSHA").

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§10.1.1.1 In accordance with C.G.S. Section 31-53b, the Contractor is required to submit proof that each employee has completed a course of at least ten hours in duration in construction safety and health approved by the federal OSHA.

§10.1.1.2 The Contractor shall remove all snow and ice as may be required for the proper protection and/or prosecution of the Contractor's work. The Contractor shall coordinate and cooperate with the Owner for such activities.

§ 10.1.2 Contractors Safety Program: The Contractor hereby acknowledges that the job site safety will be of utmost importance. Contractor shall be responsible for initiating, maintaining and supervising safety and anti-substance abuse precautions and programs in connection with the Work. Contractor shall provide all protection to prevent injury to all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby. These precautions shall include, but in no event be limited to: (1) those set forth in the most current provisions of the Owner's Contractor Environmental Health and Safety Manual, which is incorporated by reference as a Contract Document; (2) the posting of danger signs and personal notification to all affected persons of the existence of a hazard of whatever nature; (3) the furnishing and maintaining of necessary traffic control barricades and flagman services; (4) the use, or storage, removal and disposal of required explosives or other hazardous materials only under the supervision of qualified personnel and after first obtaining permission of all applicable governmental authorities; (5) and the maintenance of adequate quantities of both hose and operable fire extinguishers at the job site. The Contractor shall set forth in writing its own safety and anti-substance abuse precautions and programs in connection with the Work and if requested by the Owner submit the same to the Owner or its designee for review. The Owner may but shall not be obligated to make suggestions and recommendations to the Contractor with respect thereto.

- 1. Compliance of Work, Equipment and Procedures with all Laws:** All Work, whether performed by the Contractor and its Subcontractors of any tier, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental bodies relating to the safety of persons and their protection against injury, specifically including, but in no event limited to the Federal Occupations Safety and Health Act of 1970, as amended and all rules and regulations now or hereafter in effect pursuant to said Act and the OSHA Act of the State of Connecticut, as amended and all rules and regulations now or hereafter in effect pursuant to said Act; and (b) all rules, regulations and requirements of the Owner and its insurance carriers relating thereto, including without limitation the O. In the event of conflicting provisions the more stringent shall govern. The Owner reserves the right to assess fines and penalties to the Contractor for violations of the Owner's Contractor Environmental Health and Safety Manual as may be more specifically referred to in the Manual and may deduct such fines and penalties from any payments due the Contractor under the Contract.
- 2. Contractors Designation of Safety Program Administrator:** The Contractor shall designate a qualified member of its organization at the job site in accordance with the requirements of the Owner's Contractor Environmental Health and Safety Manual whose duties shall include enforcement of the Contractor's Safety Program to assure compliance with Article 10 and to prevent accidents. This position may be required to be a full time position dedicated to this Project. This person's name, qualifications and the estimated number of man-hours of effort per week performing this function shall be submitted to the Owner in writing. His or her identity, qualifications and level of effort must be satisfactory to the Owner who shall have the sole discretion to approve or reject same. Any reduction to this schedule must be submitted to the Owner for approval. The Contractor shall further cause each of its Subcontractors of any tier to designate a qualified safety representative to assist the Contractor's Representative in the performance of its duties as described above and the names of such representative shall be given to the Owner.
- 3. Suspension of Contractor's Work:** If in the opinion of the Owner or its designee the Contractor shall fail to provide a safe area for the performance of the Work or any portion thereof the Owner or its designee shall have the right but not the obligation to suspend Work in the unsafe area. Contractor shall be liable for all costs incurred of any nature (including without limitation overtime pay, liquidated damages or other costs resulting from delays) resulting from the suspension.

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- .4 Right of Owner to have Contractor Send Worker Home:** The Contractor shall provide to each worker on the job site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the job site who fails or refuses to use the same. The Owner shall have the right but not the obligation to order the Contractor to cause any worker to be sent home for the day or to otherwise temporarily or permanently remove him or her from the job site for his or her failure to comply with safe practices or anti-substance abuse policies. Contractor shall promptly comply with such orders from the Owner and shall be liable for any and all costs of whatsoever nature, including attorney's fees paid or incurred by the Owner.

§ 10.1.3 Protection of Work and Property; Responsibility for Loss: The Contractor shall, throughout its performance of the Work, maintain adequate and continuous protection of all property of the Owner and third parties and of the Work and temporary facilities against loss or damage from whatever cause arising out of the performance of the Work and shall comply with the requirements of the Owner and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to property as a result of fire or other hazards.

§ 10.1.4 Emergencies: In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage injury or loss or to remedy said violation whichever is applicable, failing which the Owner or its Designee may immediately take whatever action it deems necessary including, but not limited to, suspending the Work.

The Owner may offset any and all cost or expenses of whatever nature including attorneys' fees paid or incurred by the Owner in taking such action against any sums then or thereafter due to the Contractor. The Contractor shall defend indemnify and hold the Owner, and its officers, agents, employees, harmless against any and all costs, expenses or liability in accordance with Section 3.1.8. If the Contractor shall be entitled to any additional compensation or extension of time claimed on account of emergency work not due to the fault or neglect of the Contractor or its Subcontractors or Sub-subcontractors, it shall be handled as a request for a Change Order as provided in Section 7.2 of this Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall provide and pay for whatever security measures the Contractor deems necessary to protect the Contractor's work until acceptance by the Owner through issuance of a Certificate of Substantial Completion.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 At a minimum, the Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. Additionally, the Contractor shall maintain all passageways, guard fences, lights and other facilities for protection.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor, at a minimum, shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

- .1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner advance written notice of at least five (5) days prior to bringing to the site or utilizing such explosives, materials, equipment or methods..

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 and indemnify and save the Owner harmless for all damage or injury to referenced persons and property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable in whole or in part to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

- .1 The Contractor shall repair or replace any such damage at no additional cost to the Owner. Such repair or replacement shall be completed within one week of the damage or as directed by the Owner Representative. If the Contractor fails or refuses to repair the damage promptly, the Owner may have the necessary Work performed and charge the cost to the Contractor.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger the safety of persons or property or cause damage or create an unsafe condition.

(Paragraphs deleted)

§ 10.2.8 All materials furnished and all work installed shall comply with the rules and recommendations of the National Board of Fire Underwriters; with all applicable State and local codes, laws, ordinances, rules and regulations; with all requirements of local utility companies and with the recommendations of the Insurance Rating Organization having jurisdiction.

§ 10.2.9 All apparatus, equipment and construction such as ladders, scaffolds, chutes, etc. shall comply with the recommendations of the manual of Accident Prevention in Construction published by the Associated General Contractors of America.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.1.1 Upon request, the Owner, through the Office of Environmental Health and Safety, will provide the Contractor with a written copy of the Hazard Communication Program and chemical inventory for work areas in which they will be working. The Owner, upon request, will make available to the Contractor an opportunity to review the Material Safety Data Sheets ("MSDS") on file for areas where hazardous chemicals are used and stored for work areas they will be working in.

§ 10.3.1.2 Per OSHA's Hazard Communication Standard, Contractors are expected to inform and provide the Owner any MSDSs of materials to be used in their work at the University of Connecticut. Contractors shall provide a chemical inventory and information on the location of chemical use and storage. The Contractor shall be responsible for the removal of all unused portions of chemicals and their waste products from the Project Site. A copy of the Hazard Communication Policy is available for review by the Contractor or prospective Proposers of the Contract at the Office of Capital Project & Contract Administration or at:

<http://www.ehs.uconn.edu/Occupational/occuhazard.php>

or <http://ors.uchc.edu>

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Upon written request, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up which may have occurred, but must be demonstrated as impacting the critical path of the schedule.

§ 10.3.3 NOT USED.

§ 10.3.4 In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any materialman or supplier or any entity for whom any of them is responsible. The Contractor agrees not to use any fills or other materials to be incorporated into the Work, which are hazardous, toxic or comprised of any items that are hazardous or toxic. In the event it is determined materials that are hazardous, toxic or comprised of items that are hazardous or toxic have been used as fills or incorporated into the Work, the Contractor, at its sole expense, shall be responsible for immediate removal, proper disposal, and replacement of materials of the Work and surrounding areas so affected.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 Contractor shall verify that all material/equipment installed in any portion of the Work shall be asbestos free. The Owner may perform sampling to verify all suspect material/equipment is asbestos free. If any material/equipment is found to contain asbestos, the Contractor shall pay for the lawful and proper removal and disposal of product(s), and re-install acceptable material/equipment all at its sole expense. Contractor shall visually and in writing provide to Owner or its representative proof that products or equipment to be used are non-asbestos containing, asbestos free, do not contain asbestos, or similar via manufacture statement on product itself or accompanying information.

10.3.6.1 For purposes of this requirement, materials include, but are not limited to, the following:

1. **Surfacing Treatments**

Fireproofing Acoustical Plaster

Finish Plasters, Skim Coats of Joint Compound, Fibrous Type Paint Applications

2. **Thermal System Insulation**

Equipment Insulation

Boiler, Breeching, Boiler Rope, Duct or Tank Insulation, Cement or Mortar used for boilers and refractory brick

Piping and fitting insulations including but not limited to Wrapped Paper, Aircell, Millboard, Rope, Cork, Preformed Plaster, Job Molded Plaster and coverings over fibrous glass insulation

3. **Roofing and Siding Miscellaneous Materials**

Insulation Board Vapor Barriers

Coatings Felts

Flashing Shingles

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Cementitious Board (Transite) Galbestos
Non-Metallic or Non-Wood roof Decking

4 Other Miscellaneous Materials

Cove Base Floor Leveling Compound
Ceiling Tile Vermiculite Insulation
Vibration Isolators Laboratory Tables and Hoods

§ 10.3.7 Most buildings at the University of Connecticut have some Asbestos Containing Materials (ACM) used as building products. Any known ACM has been identified on the Plans and Specifications of this Contract.

§ 10.3.8 Every effort has been made to identify ACM; however, there may be additional ACM present in the area of work. This suspected ACM may become apparent especially during the demolition phases of contracts.

§ 10.3.9 The Contractor shall make every attempt to accomplish work in such a manner as to not disturb ACM or suspected ACM. If the Work cannot be accomplished without disturbing ACM or suspected ACM, or if ACM abatement is specifically incorporated as part of this contract, the Contractor must have the applicable training, licenses, or any other qualifications necessary to perform such work safely and in accordance with Federal, State and Local regulations.

§ 10.3.10 The Contractor shall bring to the immediate attention of the Owner Representative the location of suspected ACM that will be disturbed by work required under this Contract. No work shall be attempted that could result in a release of ACM to the environment.

§ 10.3.11 Asbestos surveys for most buildings of the Owner which are part of this Contract are available for Contractor's review in the Architectural and Engineering Services building or for UCHC projects at the Facilities Development & Operations office..

§ 10.3.12 Exposure levels for lead in the construction industry are regulated by 29 CFR 1926.62. Construction activities disturbing surfaces containing lead-based paint (LBP) which are likely to be employed, such as sanding, grinding, welding, cutting and burning, have been known to expose workers to levels of lead in excess of the Permissible Exposure Limit (PEL). Contractor shall conduct demolition and removal work specified in the Contract Documents in conformance with these regulations. In addition, construction debris/waste may be classified as hazardous waste. Disposal of hazardous waste material shall be in accordance with 40 CFR Parts 260 through 271 and Connecticut Hazardous Waste Management Regulations Section 22a-209-1; 22a-209-8(c)-11; and 22a-449(c)-100 through 110.

§ 10.3.13 Where a child under the age of six resides, the work shall also be in accordance with Connecticut Regulations Section 19a-111-1 through 11.

§ 10.3.14 If this is a renovation project, testing for lead-based paint has been conducted at selected facilities of the Owner. Results of LBP testing are for information purposes only. Under no circumstance shall this information be the sole means used by the Contractor for determining the extent of LBP. The Contractor shall be responsible for verification of all field conditions affecting performance of the Work.

§ 10.3.15 Except for UCHC projects, lead based paint testing results are available at the Architectural and Engineering Services building. Contractors proposing on this project are requested to visit this office and review lead testing documents.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

10.5 LOCKOUT/TAGOUT PROCEDURES REQUIRED BY OSHA

§ 10.5.1 OSHA regulations 29 CFR 1910.147 (The Control of Hazardous Energy) requires employers to develop procedures for the lockout or tag out of machines or equipment. The purpose is to prevent injuries by ensuring that

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hazardous forms of energy are isolated (locked or tagged out) before employees perform any servicing or maintenance activities, which could result in the unexpected energization, start-up or release of stored energy. This includes electrical, mechanical, hydraulic, pneumatic, chemical, thermal or other energy sources.

§ 10.5.2 The Owner has a written Lockout/Tag out Policy, as required under 29 CFR 1910.147. The policy is available for review by the Contractor or prospective Proposers of this Contract upon request.

§ 10.5.3 Prior to commencing any work under this Contract that will or may involve exposure to potentially hazardous energy; the Contractor shall notify the Owner Representative of the lockout/tag out procedures to be used. Lockout/tag out procedures shall be exchanged between the Contractor and the Owner Representative at the Pre-Construction Conference.

§ 10.5.4 All work carried out under this Contract that will or may involve exposure to potentially hazardous energy shall be carried out in accordance with all applicable Federal, State and local rules and regulations, including OSHA regulation 29 CFR 1910.147 (The Control of Hazardous Energy) and 1926.417 (Locking and Tagging of Circuits).

10.6 SOLVENT BASED PRODUCTS

§ 10.6.1 The use of solvent-based products, including paints and adhesives within occupied areas of buildings shall not be allowed as part of this project, unless specifically directed in other provisions of the Contract Documents. The use of solvent-based products in non-occupied areas shall be carried out using adequate ventilation that prevents migration of vapors into occupied areas. If solvent-based products are to be used in occupied areas, then work shall only be accomplished on nights or weekends and with prior approval with the Owner Representative; continuous ventilation should be provided as required to mitigate odors on building occupants using adequate ventilation. The Contractor's representative shall notify the Owner Representative, the Department of Environmental Health and Safety and the Building Safety Committee Representative two (2) days prior to the intended date of such work.

10.7 CONFINED SPACE ENTRY

§ 10.7.1 Certain areas at the University of Connecticut such as manholes, tanks, vessels, trenches, ducts, etc. meet the OSHA definition of a confined space (pursuant to 29 CFR 1910.146) in that they: 1) are large enough and so configured that an employee can bodily enter and perform assigned work; 2) have limited or restricted means for entry or exit; and 3) are not designated for continuous employee occupancy.

§ 10.7.2 According to this OSHA regulation, employers are required to implement a confined space entry permit program if its employees will enter confined spaces which have one or more of the following characteristics: 1) contain or have the potential to contain a hazardous atmosphere, 2) contain a material that has the potential for engulfing and entrant, 3) have an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls, or by a floor which slopes downward and tapers to a smaller cross-section, or 4) contain any other recognized safety or health hazard. Such a space is considered to be a permit-required confined space.

§ 10.7.3 The Owner has a written confined space entry policy, which implements a permit program. The policy is available for review by the Contractor or prospective Proposers of this Contract at the Architectural and Engineering Services building.

§ 10.7.4 Prior to commencing work that may require entry into a confined space; the Contractor shall consult with the Owner Representative and the Environmental Health and Safety Department to become apprised of the locations, the nature of the hazards, and safe entry procedures of known permit-required confined spaces.

§ 10.7.5 The contractor shall coordinate entry operations with the Owner through the Owner Representative when both Owner and Contractor personnel will be working in or near permit spaces.

§ 10.7.6 Any work carried out under this Contract that will require entry into a confined space shall be carried out in accordance with all applicable Federal, State, and Local rules and regulations, including OSHA regulations 29 CFR 1910.146 (Permit required confined spaces), 1926.21(b) (6) (Safety Training and Education – Employer responsibility (confined spaces)), 1926.352(g) (Fire prevention in enclosed spaces) and 1926.353(b) (Welding, cutting and heating in confined spaces).

10.8 EXCAVATION AND TRENCHING

§ 10.8.1 The Owner has a written Excavation and Trenching Policy, which can be found in the Owner's Contractor Environmental Health and Safety Manual.

§ 10.8.2 Any work carried out under this Contract that will require excavation or trenching shall be carried out in accordance with all applicable Federal, State and Local rules and regulations, including OSHA regulation 29 CFR 1926 Subpart P (Excavations).

§ 10.8.3 At a minimum, the Contractor shall comply with established Owner's Contractor Environmental Health and Safety Manual, which have been previously provided to bidders and/or are available for review upon request. These policies are hereby incorporated by reference herein, including but not limited to: Policies on Lockout/Tagout; Confine Space Entry; Code of Conduct; Sexual Harassment; Racism and Acts of Intolerance; Smoking.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall demonstrate and provide evidence of insurance in an industry accepted certificate of insurance and maintain with a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

- .1 **Worker's Compensation Insurance:** Worker's Compensation Insurance in Statutory Limits of the Worker's Compensation Laws of the State of Connecticut, and other extensions, with Coverage B – Employer's Liability of not less than limits of \$1,000,000 – Each Accident, \$1,000,000 – Policy Limit and \$1,000,000 – Each Employee. Coverage under the Broad Form All State extension shall also be included.
- .2 **Commercial General Liability Insurance:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit. The coverage shall contain no special limitations on the scope of protection afforded to the State. Said policy shall also state that it is primary insurance, and that the Owner, the State of Connecticut, the Contractor, and such other persons or interests as the Owner may designate as additional insured

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in connection with the performance of the Work, including hazards of operations (including explosion, collapse and underground coverage), elevators, independent contractors, employees as additional insured, completed operations for a period of three (3) years after final completion of the Work.

- .3 **Automobile Liability Insurance:** Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks and trailers of the respective parties required to provide and maintain this insurance. Such insurance shall provide coverage not less than that of the Standard Comprehensive Automobile Liability policy in limits not less than, as respects Contractor and all tiers of Subcontractors, \$1,000,000 Combined Single Limit each occurrence for Bodily Injury and Property Damage.

- .4 **Umbrella Liability Insurance:** Umbrella liability (following form) in the amount of \$5,000,000 per Occurrence.

- .5 **Aircraft Liability:** If aircraft of any kind is used by the Contractor, any tier of Subcontractor or by anyone else on their behalf, the Contractor or Subcontractor shall maintain or cause the operator of the aircraft to maintain aircraft public liability insurance insuring passengers and the general public against personal injury, bodily injury or property damage arising from aircraft owned, used, operated or hired in connection with the Work by the Contractor, Subcontractor or anyone else in limits of \$50,000,000 Combined Single Limit for any one occurrence, each aircraft.

- .6 **Contractor's Pollution Liability:** If the work of this project includes the abatement, removal, cleanup or handling of any asbestos, PCB's, lead based paint, or other pollutants or hazardous materials, then the Contractor shall also provide evidence that Pollution Liability Insurance, including completed operations and Contractual Liability coverage of not less than limits of \$5,000,000 has been procured and is in force on the project. However, if the Contractor demonstrates that coverage for claims arising out of the abatement, removal, cleanup or other handling of asbestos, PCB's, lead based paint, or other pollutants or hazardous materials is covered by the Contractor's general liability insurance, a separate Contractor's Pollution Liability Policy will not be required.

- .7 **Builder's Risk:** If the Project is for new construction, rather than for renovations to an existing structure or facilities, the Contractor shall purchase and maintain Builder's Risk Insurance, ISO CP 30 10 00 special form, in the amount of the initial contract amount plus values of subsequent modifications or change orders on a replacement cost basis. The Builder's Risk coverage shall be written on a Special Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, temporary buildings, transit, debris removal, increased cost of construction, architect fees and expenses, soft costs, flood and earthquake. Builder's Risk shall include portions of work located away from site but intended for use at the site. Contractor shall obtain consent of the insurance company and delete any provisions with regard to restrictions within any occupancy clause. Equipment break down coverage shall be included and shall cover insured equipment during installation and testing.

- .8 It is agreed that the Owner, the State of Connecticut, their officers, officials, agents, employees, boards and commissions shall be additional named insureds under the coverages described in Clauses 11.1.2.2; 11.1.2.3; 11.1.2.4; 11.1.2.5; 11.1.2.6; 11.1.2.7 and that said coverage(s) is provided for all operations, uses, occupations, acts and activities of the insureds under the Contract Documents and under any amendments, modifications, extensions or renewals of said Contracts regardless of whether liability is attributable to the named insureds or a combination of the named insureds and the additional named insureds.

- .9 If the Contractor is a joint venture, the joint venture and each individual partner of the joint venture must be designated in each policy as named insureds.

- .10 A Certificate of Insurance shall clearly indicate the Project name, Project number or some easily identifiable reference to the relationship to the Owner.

- .11 Each liability policy shall contain a Cross Liability Endorsement.

- .12 Coverage, written on an occurrence basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

- .13 All insurance secured by Contractor or Subcontractors pursuant to the Owner's requirements under the provisions of this Section 11.1.2 shall be in policies subject to the Owner's approval, as to form, content, limits of liability, cost and issuing companies. Such companies shall have and maintain an A.M. Best rating of not less than A-(VII), or otherwise acceptable to Owner.

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- .14 If the Contractor maintains insurance against physical loss or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver of rights of subrogation in favor of Owner.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled, terminated or materially changed, altered or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief and shall identify on their faces the project name and contract number to which they apply. The Certificate(s) of Insurance must also provide clear evidence that the Contractor's Insurance Policies contain at least the minimum limits of coverage and special provisions prescribed in Article 11.

§ 11.1.4 Form Certificates acceptable by the Owner shall be Accord 25(2001/08) together with Endorsement CG 20 37 07 04.

§ 11.1.5 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE NOT USED.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Property insurance on an all-risk basis, including coverage for the perils of earthquakes and floods, has been purchased by the Owner. Insurance required by Section 11.3 is not intended to cover machinery, tools and equipment of the Contractor which is used in the performance of the Work, but is not incorporated into the permanent improvements, nor any materials and equipment paid for by the Owner and stored off-site, for which the Contractor shall procure property insurance satisfactory to the Owner. The Contractor shall, at its own expense, provide coverage for its machinery, tools and equipment subject to these provisions.

§ 11.3.1.1 NOT USED.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then procure and maintain insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the Owner's property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

§ 11.3.1.4 NOT USED.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or

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companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE NOT USED.

§ 11.3.4 NOT USED.

§ 11.3.5 NOT USED.

§ 11.3.6 NOT USED.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights of subrogation against (1) each other and any of their subcontractors of all tiers, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors of all tiers, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3, the boiler and machinery insurance maintained by the Owner or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Contract between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Contract. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND; PAYMENT BOND AND GUARANTYBOND

§ 11.4.1 The Contractor shall furnish to the Owner and deliver at the time of contract signing Performance and Payment Bonds pursuant to the requirements of Connecticut General Statutes Section 49-41 et seq. and the requirements of this Section 11.4. In the cases where the Contract Sum exceeds \$100,000, the Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Each such Bond shall be in compliance with the form which has been adopted by the Owner as its required form of payment or performance bond and shall be provided by a Surety company licensed to do business in the State of Connecticut and that is acceptable to the Owner, and is named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the "Treasury Department Circular 570". The Surety company's underwriting limitation, as further set forth in "Treasury Department Circular 570", must not be less than the full amount required by the bond itself. The amount of each bond shall be equal to One Hundred Percent (100%) of the Contract Sum. The Payment and Performance Bonds shall name as "Obligee" the Owner.

§ 11.4.1.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.1.2 Each surety bond and surety contract between the Contractor named as a principal on the bond and the surety that issued the bond shall contain the following language: "In the event that the surety assumes the contract or obtains a bid or bids for completion of the contract, the surety shall ensure that the contractor chosen to complete the contract is prequalified pursuant to section 4a-100 of the Connecticut General Statutes in the requisite classification and has the aggregate work capacity rating and single project limit necessary to complete the contract.

§ 11.4.2 If the Contractor or any of its subcontractors is a non-resident contractor, the Contractor and/or subcontractor shall comply with the requirements of Connecticut General Statutes Section 12-430(7) ("the statute"), to the extent applicable. If the Contractor is a verified contractor as defined in the statute, the Contractor shall provide to the Owner written verification of that status from the State Commissioner of Revenue Services. If the Contractor is a unverified contractor as defined in the statute, the Contractor shall provide to the Owner proof that the Contractor has posted with the Commissioner of Revenue Services a surety bond in an amount equal to five percent (5%) of the contract price and which is otherwise in compliance with the requirements of the statute.

§ 11.4.3 If the Contractor proposes a Subcontractor default coverage program, the Contractor must demonstrate a cost savings of no less than 18% as compared to the actual Subcontractor traditional bond cost, including a reasonable percentage for changes as agreed upon by the Owner.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Owner Representative with the advice of the Architect has not specifically requested to examine prior to its being covered, the Owner Representative with the advice of the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Owner Representative with the advice of the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing, inspections, uncovering and replacement, and compensation for the Architect's and Owner Representative services made necessary thereby, shall be at the Contractor's expense.

If prior to the date of Substantial Completion, the Contractor, a Subcontractor or anyone from whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly at Contractor's sole expense after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4 or may exercise any other commercially reasonable remedies to compensate Owner for any expenses losses or damage caused by such nonconforming work.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made at an appropriate time as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's and Owner Representative services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

**§ 13.6 INTEREST
NOT USED.**

**§ 13.7 TIME LIMITS ON CLAIMS
NOT USED.**

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§ 13.8 NON-DISCRIMINATION, AFFIRMATIVE ACTION, GOVERNOR'S EXECUTIVE ORDERS, AND OTHER MISCELLANEOUS PROVISIONS

§ 13.8.1 NONDISCRIMINATION. References in this section to "Contract" shall mean this Contract and references to "Contractor" shall mean the Contractor.

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f;

and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

§ 13.8.2 STATE EXECUTIVE ORDERS

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This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. This Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with its respective terms and conditions. If Executive Order 14 is applicable, it is deemed to be incorporated into and is made a part of this Agreement as if it had been fully set forth in it. At the Contractor's request, the University or DAS shall provide a copy of these orders to the Contractor.

§13.8.3 ETHICS AND COMPLIANCE

In accordance with the Owner's compliance program, the Owner has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to Owner policies and procedures can report such matters anonymously. Such persons may also directly contact the Owner's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the Owner, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this contract, of this reporting mechanism.

§13.8.4 CAMPAIGN CONTRIBUTION RESTRICTIONS

For all State contracts as defined in P.A. 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice (SEEC Form 11):

SEEC FORM 11
CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 1/11

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND
PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION
AND SOLICITATION LIMITATIONS**

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

**CAMPAIGN CONTRIBUTION AND SOLICITATION
LIMITATIONS**

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

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On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations

duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

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§ 13.8.5 WHISTLEBLOWING:

This Contract is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The Owner may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

§ 13.8.6 COMPLIANCE WITH OWNER POLICIES AND GUIDELINES

At a minimum, the Contractor shall comply with established Owner policies and guidelines, which have been previously provided to bidders and/or are available for review upon request. These policies are hereby incorporated by reference herein, including but not limited to: Policies on Lockout/Tagout; Confined Space Entry as referenced in the Contractor's Environmental Health and Safety Manual; Code of Conduct; Sexual Harassment; Racism and Acts of Intolerance; Smoking.

§ 13.9 PREFERENCE IN EMPLOYMENT

§ 13.9.1 In the employment of labor to perform the work specified herein, preference shall be given to citizens of the United States, who are, and continuously for three months prior to the date hereof have been residents of the labor market areas, as established by the Labor Commissioner in which said work is to be done; and if no such qualified persons are available, then to citizens who have continuously resided in the county in which the work is to be performed for at least three months prior to the date hereof and then to citizens of the State who have continuously resided in the State at least three months prior to the date hereof. In no event shall said provisions be deemed to abrogate or supersede in any manner any provision regarding residence requirements contained in a Collective Bargaining Agreement to which the Contractor is a party.

§ 13.10 MINIMUM WAGE RATES

§ 13.10.1 If this project involves new construction of a building or other structure or improvement and the total cost of all Work to be performed by Contractors and Subcontractors is \$400,000 or more or if the project involves remodeling, refurbishing, rehabilitation, alteration or repair of a building or other structure or improvement and such total cost is \$100,000 or more then:

- .1 The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund as defined in Subsection (h) of Section 31-53 of the Connecticut General Statutes shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each payday.

§ 13.10.2 The State of Connecticut Labor Department Wage Schedule where required shall be provided with these documents typically with the Bidding Documents, or will be incorporated in the Contract Documents as an Addendum. The Contractor agrees to accept the current prevailing wage scale as well as any annual adjustment to the prevailing wage scale as provided by the Connecticut Department of Labor. Wage Rates will be posted each July 1st on the Department of Labor's website: www.ctdol.state.ct.us. Such prevailing wage adjustment will not be considered a basis for an annual contract amendment. The schedule is deemed to reflect customary or prevailing wages for this project and is hereby incorporated and made a part of the Contract Documents. Wage Rates shall be paid pursuant to Sections 31-53 and 31-54 of the Connecticut General Statutes and any regulations issued there under.

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§ 13.11 HOURS OF LABOR PERMITTED

§ 13.11.1 Pursuant to Section 31-57 of the Connecticut General Statutes, no person shall be employed to work or be permitted to work more than eight hours in any day or more than forty hours in any week on any work provided for in the Contract. The operation of such limitation of hours of work may be suspended during an emergency upon the approval of the Owner Representative.

§ 13.12 EXAMINING AND COPYING CONTRACTOR'S RECORDS

§ 13.12.1 The Contractor shall permit the Owner or its duly authorized representative to examine and copy books and records of the Contractor relative to charges for extra work, alleged breaches of contract, settlement of claims, or any other matter involving the Contractor's demand for added compensation from the Owner. The Contractor shall also permit such examination and copying of his records as the Owner may deem necessary, excepting papers and records preceding the execution of the Contract that are not a matter of record with the Owner, in order to determine that the Contractor has complied with all laws and regulations pertaining to the Contract, such as but not limited to Labor Compliance, Affirmative Action Program and Equal Employment Opportunity.

§ 13.12.2 The Contractor further agrees that he shall keep all records relating to this Contract until the expiration of six (6) years after final payment under this Contract is made, or six (6) months after settlement of any disputes whichever may be later.

§ 13.12.3 The Contractor further agrees that he and his Subcontractors shall permit the Owner, at its own expense, by its duly authorized representatives, to inspect and audit all their data, records and files pertaining to this Contract.

§ 13.13 SYSTEM LAYOUT DRAWING

§ 13.13.1 System layouts indicated on the on the drawings are generally diagrammatic and locations and arrangements of items are approximate. Exact routing of conduit, wiring, location of fixtures, outlets, panels, piping, valves and all other equipment shall be governed by the structural conditions and obstructions. The entire layout shall be followed as closely as possible and the right is reserved by the Owner to reasonably change the locations to accommodate any conditions which may arise during the progress of the work without additional compensation to the Contractors.

§ 13.14 GUARANTY OF PERFORMANCE

§ 13.14.1 If the Contractor has submitted the financial statement of a parent or other affiliated entity in its Proposer's Qualification Statement, or if pre-qualified, its application for pre-qualification and has also indicated in that submission that such parent or affiliate will guarantee the performance of the Contract, then the parent or affiliate shall execute, simultaneously, with the Contractor's execution of the Contract, a Guaranty in a form provided by and acceptable to the Owner.

§ 13.15 JOINT VENTURE

§ 13.15.1 If the Contractor is a joint venture, each joint venture partner shall be jointly, severally and individually responsible to the Owner for the performance of any and all obligations of the Contractor encompassed by this contract or as required by applicable law, and each joint venture partner shall be jointly, severally and individually liable to the Owner for any failures to perform such obligations in accordance with the contract or applicable law. In its dealings with the Owner, each joint venture partner shall have full authority to act in behalf of and bind the joint venture and any other joint venture partner. Each joint venture partner shall be considered to be the agent of the joint venture and of any other joint venture partner.

§ 13.16 WORKER GEOGRAPHIC DISTRIBUTION

§ 13.16.1 If the Project is a Covered Project (as defined hereinafter), the Contractor shall comply with the provisions of this Section 13.16.

§ 13.16.2 The Contractor shall submit to the Owner a plan for encouraging the hiring of Workers (as defined hereinafter) with Residence (as defined hereinafter) in the State of Connecticut.

§ 13.16.3 Following the close of each Quarter (as defined hereinafter), the Contractor shall submit a Worker Geographic Distribution Report (as defined hereinafter) to the Owner in a form satisfactory to the Owner. The

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"Worker Geographic Distribution Report" is a report that shall provide the following information for each Worker paid, during the most recently closed Quarter, for work on the Project:

- .1 The numbers of hours of Project work for which such Worker was paid during such Quarter.
- .2 The Wages (as defined hereinafter) paid to such Worker during such Quarter.
- .3 The Residence of such Worker as of the close of such Quarter.

§13.16.4 The Worker Geographic Distribution Report shall not contain any personally identifiable information about a Worker.

§13.16.5 The following terms shall have the meaning assigned below for the purposes of this Section 13.16.

- .1 "Covered Project" is a project that is both subject to Section 31-53(a) of the Connecticut General Statutes and for which the total cost of all work to be performed by all contractors and subcontractors is \$1,000,000 or greater.
- .2 "Quarter" means a calendar quarter of each calendar year.
- .3 "Residence" is the state and town in which a Worker resides, as reflected in the payroll records of such Worker's employer.
- .4 "Subcontractor" is any subcontractor or sub-subcontractor of the Contractor, which subcontractor or sub-subcontractor employs Workers on the Project.
- .5 "Wages" are the wages that are subject to Section 31-53(a) of the Connecticut General Statutes (including any amounts paid to an employee welfare fund).
- .6 "Worker" is an employee of the Contractor or a Subcontractor (as defined hereinabove), which employee is working on the Project and whose wages for such work is subject to Section 31-53(a) of the Connecticut General Statutes.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped.
- .3 Not Used.
- .4 Not Used.

§ 14.1.2 Not Used.

§ 14.1.3 If one of the reasons described in Section 14.1.1 exists, the Contractor may, upon seven (7) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery.

§ 14.1.4 If the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate, without prejudice to or waiving any other right or remedy of the Owner, the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

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- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents;
- .5 Fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all requirements of the Contract Documents;
- .6 Refuses or fails to prosecute the Work or any separable part, with the diligence that will insure its completion within the time specified in this Contract including any duly authorized extension, or fails to complete the Work within said period; or
- .7 Fails to comply with laws, rules, regulations, or directives regarding job site safety; or to comply with the provisions of the Owner's Contractor Environmental Health and Safety Manual, or orders or directives regarding safety issued by the Owner pursuant to the Contract.

§ 14.2.2 When any of the above reasons exist, the Owner, with advice of the Architect and upon certification by the Initial Decision Maker, determines that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4;
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work; and
- .4 Terminate the Contractor's right to proceed with a separate part of the Work if the Owner so elects.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be retained by the Owner. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect and Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause and without prejudice to or waiving any other right or remedy of the Owner, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, without prejudice or waiving any other right or remedy of the Owner, terminate the Contract in whole or in part for the Owner's convenience and without cause. Termination by the Owner under this Section shall be by a Notice of Termination delivered to the Contractor specifying the extent of termination and the effective date.

§ 14.4.2 Upon receipt of a Notice of Termination for convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this Section:

- .1 Cease operations as specified in the notice;

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- .2 Place no further orders and enter into no further Subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Contract;
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- .4 Proceed to complete the performance of Work not terminated;
- .5 Take actions that may be necessary or that the Owner may direct for the protection and preservation of the terminated Work.

§ 14.4.3 Upon such termination, the Contractor shall recover as its sole remedy, payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely purchased or fabricated off the Project site, delivered and stored in accordance with the Owner's instructions plus demobilization costs. The Contractor hereby waives and forfeits all other claims for payment and damages, including without limitation, anticipated profits.

§14.4.4 The Owner shall be credited for (1) payments previously made to the Contractor for the terminated portion of the Work; (2) claims which the Owner has against the Contractor under the Contract and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

§14.4.5 The payment to the Contractor pursuant to this Section may not exceed the total Contract Price as reduced by:

- .1 The amount of payments previously made
- .2 The Contract price of work not terminated.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension or time, and/or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by the Contractor must be initiated by written notice to the Owner Representative as described in Section 1.1.1.1 and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by the Contractor must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within fourteen (14) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved by the Contractor in writing within the time limits set forth in this Section 15.1.2. If a Claim is reserved, the Resolution of Claims and Disputes procedures described in Article 15 shall not commence until a written notice from the Contractor is received by the Owner Representative. No such claim shall be valid unless so made. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

§ 15.1.4.1 If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

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§15.1.4.2 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be made in accordance with the provisions of this Article 15.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. No such claim shall be valid unless made in accordance with the provisions of this Article 15. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES NOT USED.

§ 15.1.7 Injury or Damage to Person or Property. If the Contractor suffers injury or damage to person or property because of an act or omission of the Owner Representative, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 15.1.8 Claims for Concealed or Unknown Conditions: If, upon or subsequent to the Contractor's and its Subcontractors' site visits and performance of the tests, examinations and inspections required by Section 3.2.2, the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor will promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 5 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different in the respects noted above and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. Any claim by the Contractor in opposition to such determination must be made within 21 days after the Architect has given notice of the recommendation. The Owner Representative will have the final authority to accept or reject the Architect's recommendations, which decision by the Owner Representative shall be subject to further proceedings pursuant to Article 15.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims by the Contractor, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the AIA 101-2007 Section 6.1 of the Contract. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work, or (2) the extent to which the Work has been completed. The decision by the Initial Decision Maker in response to a Claim shall not be a condition precedent to arbitration or litigation in the event (1) the position of Initial Decision Maker is vacant, (2) the Contractor has not provided evidence or (3) the Initial Decision Maker has failed to take action required under Section 15.2.2 within thirty (30) days after the Claim is made.

§ 15.2.2 The Initial Decision Maker will review Claims by the Contractor and within thirty (30) days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if

the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims of the Contractor, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim of the Contractor or to furnish additional supporting data, such party shall respond, within ten (10) days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.4.1 If a Claim of the Contractor has not been resolved after consideration of the foregoing, the Initial Decision Maker will render a written decision on the claim, including any change in the Contract Sum or Contract Time or both, which decision shall be final and binding but subject to meeting and mediation pursuant to Section 15.3 of this document and arbitration or litigation pursuant to Connecticut General Statutes Section 4-61 and Section 15.4 of this Contract to the extent applicable.

§ 15.2.5 NOT USED.

§ 15.2.6 NOT USED.

§ 15.2.6.1 NOT USED.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 NOT USED.

§ 15.3 MEDIATION

§ 15.3.1 Claims of the Contractor except those waived as provided for in Section 9.10.5 shall be submitted to the meeting and mediation process described in the Sections which follow, prior to and as a precondition to the Contractor pursuing any other available remedy. Claims by the Owner, at the option of the Owner, may be submitted to such meeting process and/or mediation process, and, in such event, Contractor shall be required to submit to and participate in such a meeting and/or mediation. The meeting shall be between the parties and attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

§ 15.3.2 The meeting referenced in Section 15.3.1 shall be held promptly, but not less than fourteen (14) calendar days after a party's request for the meeting. The Contractor shall not submit any claim to mediation in accordance with the provisions of Sections 15.3.1 through 15.3.6 until fourteen (14) calendar days after the date of the meeting.

§ 15.3.3 In connection with any such mediation, a request for mediation shall be made in writing, delivered to the other party to the Contract. The request may be made concurrently with the filing of applicable binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) calendar days from the date of filing, unless stayed for a different period of time by agreement of the parties or as modified by court order.

§ 15.3.4 The parties will jointly appoint a mutually acceptable mediator, seeking assistance in such regard from a mutually agreed upon dispute resolution entity if they have been unable to agree upon such appointment within twenty (20) calendar days from the submittal of the request for mediation. If the parties are unable to agree on the dispute resolution entity, the mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Contract.

Init.

§ 15.3.5 The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of sixty (60) calendar days from the date of submittal, or until the parties reach impasse as evidenced by a letter from a party to the mediator, whichever first occurs. If the parties are not successful in resolving the dispute through mediation, then the parties may pursue other legal remedies available to them.

§ 15.3.6 Should the Owner request, the Contractor agrees to participate as a party in any mediation proceeding between the Owner and the Architect or other Consultant for the Project in which construction deficiencies, contract breaches, or other alleged wrongful acts by the Contractor are alleged.

§ 15.4 ARBITRATION OR LITIGATION OF CLAIMS

§ 15.4.1 NOT USED.

§ 15.4.1.1 NOT USED.

§ 15.4.2 NOT USED.

§ 15.4.3 NOT USED.

§ 15.4.4 Should the Owner have a claim against the Contractor, the parties agree that the Owner, whether or not it elects to proceed with the meeting process or mediation described in Section 15.3, shall have the option of either prosecuting the claim against the Contractor in an appropriate court of general jurisdiction, or by arbitrating the claim by filing a demand for arbitration pursuant to the rules of a dispute resolution entity agreed upon by the parties, except that if the parties cannot agree upon a dispute resolution entity, the rules of the American Arbitration Association shall apply.

§ 15.4.5 Should the Contractor have a claim against the Owner which has not been resolved by mediation or any other procedure set forth in this Contract, the Contractor's rights to assert its claim against the Owner shall be subject to the provisions of Connecticut General Statutes Section 4-61.

§ 15.4.6 CONSOLIDATION OR JOINDER

§ 15.4.6.1 Should either the Contractor institute an arbitration to the extent authorized by Section 4-61 of the Connecticut General Statutes or the Owner institute an arbitration as set forth herein, the Contractor agrees that any such arbitration may be consolidated, at the Owner's discretion, with any arbitration proceeding involving the Owner and the Architect or other Consultant for the Project in which construction or design deficiencies, breaches of contract, or any other alleged wrongful acts by the Contractor or Architect are alleged.

§ 15.4.6.2 NOT USED.

§ 15.4.6.3 NOT USED.

ARTICLE 16 CODE OF CONDUCT

§ 16.1 CODE OF CONDUCT

§ 16.1.1 In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the Owner has developed the Code of Conduct for University of Connecticut Vendors (the "Vendor Code of Conduct"). The Contractor hereby acknowledges receipt of the Vendor Code of Conduct. A copy of the Vendor Code of Conduct is available at <http://csr.uconn.edu/>. The Vendor Code of Conduct is hereby incorporated herein by reference to the extent the Contractor is required to comply with the same pursuant to this section.

Init.

The Contractor agrees to comply with the "Principal Expectations" described in the Vendor Code of Conduct. The Contractor further agrees to comply with the "Preferential Standards" described in the Vendor Code of Conduct, to the extent a commitment to so comply, or a representation of compliance, was provided by the Contractor to the Owner in writing. Any such commitment or representation is hereby incorporated herein by reference. The Contractor agrees to provide the Owner with such evidence of Contractor's compliance with this section as the Owner reasonably requests and to, at the request of the Owner, provide a comprehensive, annual summary report of the Contractor's corporate social and environmental practices.

ARTICLE 17 BACKGROUND CHECKS

§ 17.1 The Contractor warrants that it will not assign any employee, independent contractor or agent to perform services under this Contract unless that employee, independent contractor or agent has satisfactorily completed a background check and is deemed suitable by the Contractor for performing such services on a college campus attended and inhabited by students. The background check must minimally include criminal arrest information for the past seven years, a check of the national and state sex offender registries and a social security number verification. All fees associated with the background checks shall be the responsibility of the Contractor. The Contractor shall immediately remove any employee, independent contractor or agents performing services under this Contract on campus if it becomes known to the Contractor that such person may be a danger to the health or safety of the campus community, or at the request of the Owner based on a concern of community or individual safety.

§ 17.2 Without limiting the obligations of the Contractor under § 3.18 of this Contract, the Contractor shall defend, indemnify and hold harmless the state of Connecticut, the Owner and all of their employees, agents and/or assigns for any claims, suits or proceedings resulting from a breach of the foregoing warranty and/or that are caused in whole or in part by the actions or omissions of the Contractor, its employees, or other persons that the Contractor causes to be on the campus.

ARTICLE 18 OWNER POLICIES

The Contractor shall, at no additional cost to the Owner, comply with all policies and procedures of the Owner. In the event the Owner establishes new policies or procedures following execution of the contract, or makes modifications to policies or procedures in existence at the time of contract execution, the Contractor shall comply with such new or modified policies or procedures upon written notice.

ARTICLE 19 SOVEREIGN IMMUNITY

§ 19.1 The parties acknowledge and agree that nothing in this Contract shall be construed as a waiver by the State of Connecticut or the Owner of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Contract. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

This document acknowledging agreement to the General Conditions contained herein is entered into as of _____, 2015 and is executed in at least three originals, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER *(Signature)*

Executive VP for Administration & CFO

Duly Authorized: CGS §§ 10a-109d; 10a-109n
(Printed name and title)

Date: _____

(Paragraphs deleted)

CONTRACTOR *(Signature)*

(Printed name and title)

Date: _____

Init.

PROJECT MANUAL

Project # 901939

**Surplus Store Ramp
Storrs, Connecticut**

Volume 1 of 1



State of Connecticut

**University of Connecticut
Planning Architectural and Engineering Services**

**Susan Herbst
President**

Prepared By:

**ARCHITECT
OAKPARK ARCHITECTS LLC
312 Park Road
West Hartford, Connecticut 06119
(860) 232-6664**

JULY 24, 2015

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SECTION 01-1000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. NOT USED
4. Time of Completion.
5. Access to site and Contractor Parking.
6. Coordination with occupants.
7. Work restrictions.
8. Work Sequence.
9. Miscellaneous provisions.

B. Related Requirements:

1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
2. Division 01 Section "Submittal Procedures" for submittal requirements prior to start of work.

1.3 PROJECT INFORMATION

A. Project Identification: **901939 Surplus Store Ramp.**

1. Project Location: **Surplus Store, 6 Ahern Lane, Storrs, CT**
2. Owner: University of Connecticut
3. Owner's Representative:
< **Mark Greenfield**
Office of Planning, Architectural and Engineering Services
31 LeDoyt Road, Unit 3038, Storrs, CT 06269-3038
T: 860-395-0055 x234; M: 303-709-9871; mark.greenfield@colliers.com >.

B. Architect:

< **Mark Welch**
OakPark Architects
312 Park Road, West Hartford, CT 06119
T: 860-232-6664 x112; F: 860-232-3117; markw@oakparkarchitects.com>.

C. Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:

1. <none>.

D. Other Owner Consultants: NOT USED

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. New bituminous walkway on existing grass area from existing surplus store loading dock to Ahern Street. Remove section of railing and curb and repair landing and handrail at loading dock. Pave area at street for HC parking space, stripe and provide signage.
2. Removal of all debris caused by this Contract.
3. Protection for the public, building, grounds from damage during this contract is the responsibility of the Contractor for this project at all times.
4. Repair or replace landscaping, unless otherwise noted. Regrade and reseed any grass area damaged as a result of the Work. Repair any walkways or paved areas damaged as a result of the Work.

1.5 WORK UNDER SEPARATE CONTRACTS: NOT USED

1.6 TIME OF COMPLETION

A. Work required by the project shall commence immediately upon receipt of a Notice to Proceed. However, physical work on site may not commence sooner than **<September 12, 2015>**.

1. The successful bidder shall obtain the Certificate of Substantial Completion as defined in the Contract Documents by October 8, 2015.
2. Substantial Completion as defined in the Contract Documents must be achieved and evidenced by a Certificate of Substantial Completion no later than **< October 8, 2015>**.
3. Due to the nature of this institution, it is required that the continuous access to the building must be maintained.

1.7 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to areas indicated; allow for Owner occupancy and use by the public. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Limits: Confine construction operations to areas within Contract Limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
 - 2. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - 3. Burial of Waste Materials: No not dispose of organic and hazardous material on site, either by burial or by burning.
 - 4. All grounds including construction site within contract limit shall be kept neat and orderly at all times.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weather tight condition throughout construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.
- D. Contractor's Parking: Contractors working for the University of Connecticut at the regional campus will work with the University Representative to determine where contractors are allowed to park during the course of the Project.
 - 1. Construction vehicles may park within the fenced construction area. Personal vehicles are not considered construction vehicles.
 - 2. Restore all lawn, sidewalk, paved areas damaged by vehicles and or construction activities to their original condition.
 - 3. Contractors working for the University of Connecticut at Storrs Campus are required to obtain a parking permit through the Parking Services Office. For additional information please contact the Parking Services Office at 860-486-4930. The Contractor is responsible for payment of all fees for parking permits. Parking fees may be prorated monthly.
 - a. The University will provide a maximum of three (3) contract parking places in the vicinity of the work. Additional parking required by the Contractor will be designated at a location specified by the Owner's Representative.
 - b. Construction vehicles are exempt from this requirement.
- E. Contractor shall restrict use of construction related trucks on local roads, such as Hillyndale, Eastwood and Westwood Road.

1.8 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain 2 (two) existing exits at all time.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 - 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.9 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 4:30 p.m., Monday through Friday, unless otherwise indicated. Permission must be requested and approved in writing to perform work outside the normal working hours or on a State Holiday.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Obtain Owner Representative written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Owner Representative not less than two days in advance of proposed disruptive operations.
- E. Controlled Substances: Use of tobacco products and other controlled substances is not permitted.
- F. In addition to reasons determined by the University, approval of deviations in work hours is dependent upon availability of University supervisory personnel.
 - 1. No person shall be employed to work or permitted to work more than eight hours in any day or more than forty hours in any week on any work provided for under this Contract. The observance of such limitations of hours of work may be suspended during an emergency, upon approval of the Executive Director of Architectural and Engineering Services.

- G. If the Contractor determines that work on this project must be performed during a time other than normal working hours of the University, costs for any premium time must be included in the Base Bid.

1.10 WORK SEQUENCE

- A. The responsibility of phasing the Work falls entirely on the Contractor.

1.11 MISCELLANEOUS PROVISIONS

- A. Certifications

- 1. The Contractor, at completion of construction, shall provide to the University a "Certificate of Substantial Compliance" bearing original signatures of an officer of the company stating: "this is to CERTIFY that, in my professional opinion, the complete structure/renovations described above is in substantial compliance with the approved construction documents on file with the University of Connecticut. Minor deviations and special stipulations are noted below (if any)"

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01-1000

SECTION 01-2500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
 - 2. Divisions 02 through 33 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.

- c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven (7) days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.
 - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than Thirty (30) days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution provides sustainable design characteristics that specified product provided.
 - c. Substitution request is fully documented and properly submitted.
 - d. Requested substitution will not adversely affect Contractor's construction schedule.
 - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - f. Requested substitution is compatible with other portions of the Work.
 - g. Requested substitution has been coordinated with other portions of the Work.
 - h. Requested substitution provides specified warranty.
 - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
 - j. Requested substitution does not require additional design changes to be performed by the architect/engineer in order to incorporate the substitution into the work.
- B. Substitutions for Convenience: Not allowed.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01-2500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Division 01 Section "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue through the University Representative supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on **AIA Document G710, "Architect's Supplemental Instructions."**

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect or University Representative will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect or University Representative are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.

- d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Architect.
 - B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect or University Representative.
 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 7. Proposal Request Form: Use form acceptable to Architect or University Representative

1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Division 01 Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit-Price Adjustment: See Division 01 Section "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Architect or University Representative will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect or University Representative may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 01-3100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. Requests for Information (RFIs).
 - 4. Project Meetings.
 - a. Pre-construction conference
 - b. Pre-installation conference
 - c. Progress meetings
 - d. Coordination meetings
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
 - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use of CSI Form 1.5A is recommended. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel: Within five (5) days of starting construction operations, submit a list of key personnel assignments, including project manager, superintendent, safety engineer and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.
 2. The University requires as a minimum, the following Key Personnel be assigned to this project. Each position shall be a full-time individual, dedicated to the position listed.
 - a. Project Manager (on site a minimum of once a week)
 - b. Project Superintendent (on-site full time for duration of project)
 - c. Safety Engineer (part time with a minimum of 2 site visits per week and mandatory during welding of any kind.
 - d. Project Engineer (Project specific)
 3. Each individual listed above shall have not less than five (5) years experience performing work of a similar nature to this project and in a comparable position to the position assigned on this project. Resumes will be required on all key personnel prior to acceptance. Removal of any personnel denoted as Key Personnel from the project will require Owner's prior approval.

1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Weekly inspections of project by the safety officer are required. Safety inspector report to be submitted weekly to the University Representative.
 3. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 4. Make adequate provisions to accommodate items scheduled for later installation.
- B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Project closeout activities.
 7. Startup and adjustment of systems.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Architect.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.

13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716.
 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow five (5) working days for Architect's response for each RFI. RFIs received by Architect after 2:00 p.m. will be considered as received the following working day.
 1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within five (5) days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly or as directed by Owner's representative. Use CSI Log Form 13.2B is recommended. Include the following:
 1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven (7) days if Contractor disagrees with response.

1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three (3) days of the meeting.

- B. Preconstruction Conference: The successful bidder shall attend a preconstruction conference and organizational meeting at the University of Connecticut Office of Architectural and Engineering Services, with the University Representative prior to any field work to review responsibilities and personnel assignments and to insure that Specifications, drawings and all conditions are understood to properly complete this Contract.

1. The meeting will be scheduled by the University Representative.
2. Attendees: The Owner, University Tree Warden, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Labor Market Regulations.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications and emergency phone numbers.
 - g. Procedures for processing field decisions and Change Orders.
 - h. Procedures for RFIs.
 - i. Procedures for testing and inspecting.
 - j. Procedures for processing Applications for Payment.
 - k. Distribution of the Contract Documents and correspondence.
 - l. Submittal procedures.
 - m. Sustainable design requirements.
 - n. Preparation of record documents.
 - o. Use of the premises, including dust and noise control.
 - p. Parking and parking permits
 - q. Work restrictions including working hours.
 - r. Owner's occupancy requirements.

- s. Responsibility for temporary facilities and controls.
 - t. Procedures for moisture and mold control.
 - u. Procedures for disruptions and shutdowns.
 - v. Construction waste management and recycling.
 - w. Office, work, and storage areas.
 - x. Equipment deliveries and priorities.
 - y. First aid.
 - z. Unacceptable behavior
 - aa. Security.
 - bb. Progress cleaning.
 - cc. UConn Construction Safety Manual, Safety procedures, including the University's Hazard Communication Program and policies on pest control, asbestos, lead-based paints, lockout/tagout procedures, excavation and trenching, disposal of PCB containing light ballasts, use of solvents, solvent or epoxy based paints, confined space entries and use of open flames.
4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings at the Project Site at regularly (minimum bi-weekly) scheduled intervals.
- 1. Coordinate dates of meetings with preparation of payment requests.
 - 2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Status of sustainable design documentation, if required.
 - 5) Deliveries.
 - 6) Off-site fabrication problems.
 - 7) Access.
 - 8) Site utilization.

- 9) Temporary facilities and controls.
 - 10) Progress cleaning.
 - 11) Quality and work standards.
 - 12) Status of correction of deficient items.
 - 13) Field observations.
 - 14) Status of RFIs.
 - 15) Status of proposal requests.
 - 16) Pending changes.
 - 17) Status of Change Orders.
 - 18) Pending claims and disputes.
 - 19) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information. Contractor shall distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report. Submit report no later than 3 days after each progress meeting date.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- D. Coordination Meetings: Conduct Project coordination meetings at regular intervals convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: Every party currently involved in coordination or planning for the construction activities involved. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01-3100

SECTION 01-3200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Construction schedule updating reports.
 - 3. Daily construction reports.
 - 4. Material location reports.
 - 5. Site condition reports.
 - 6. Special reports.
- B. Related Requirements:
 - 1. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
 - 2. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by Architect.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time belongs to Owner.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Working electronic copy of schedule file, where indicated.
 - 2. PDF electronic file.
 - 3. Three (3) paper copies.
- B. Contractor's Construction Schedule: Submit a CPM schedule defining all construction activities.
 - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label. Submit schedule to the University Representative within 20 calendar days after the Contract Award
- C. Daily Construction Reports: Submit at biweekly intervals.
- D. Site Condition Reports: Submit at time of discovery of differing conditions.
- E. Special Reports: Submit at time of unusual event.

1.5 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 - 2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 20 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 - 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 - 5. Punch List and Final Completion: Include not more than 5 days for completion of punch list items and final completion.
- C. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- D. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
 - 1. Unresolved issues.
 - 2. Unanswered Requests for Information.
 - 3. Rejected or unreturned submittals.
 - 4. Notations on returned submittals.
 - 5. Pending modifications affecting the Work and Contract Time.
- E. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- F. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. CPM Schedule: Prepare Contractor's construction schedule of sufficient detail to indicate all significant construction activities. The level of detail should be such that no activity should exceed 20 working days. Where similar activities continue beyond the 20 day limit, these activities should be broken into subgroups, specific areas, or phases so that the 20 day maximum duration is maintained.
 - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 20 calendar days after date established for the Notice to Proceed.
 - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
 - 2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.

2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 7. Accidents.
 - 8. Meetings and significant decisions.
 - 9. Unusual events (see special reports).
 - 10. Stoppages, delays, shortages, and losses.
 - 11. Meter readings and similar recordings.
 - 12. Emergency procedures.
 - 13. Orders and requests of authorities having jurisdiction.
 - 14. Change Orders received and implemented.
 - 15. Construction Change Directives received and implemented.
 - 16. Services connected and disconnected.
 - 17. Equipment or system tests and startups.
 - 18. Partial completions and occupancies.
 - 19. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.4 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one (1) day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At weekly intervals, update schedule to reflect actual construction progress and activities.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.

END OF SECTION 01-3200

SECTION 01-3233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Related Requirements:

1. Division 01 Section "Submittal Procedures" for submitting photographic documentation.
2. Division 01 Section "Closeout Procedures" for submitting photographic documentation as project record documents at Project closeout.
3. Division 02 Section "Selective Demolition" for photographic documentation before selective demolition operations commence.

1.3 INFORMATIONAL SUBMITTALS

- A. Digital Photographs: Submit image files within three days of taking photographs.
- B. Provide 20 digital photos weekly.

PART 2 - PRODUCTS - not used

PART 3 - EXECUTION - not used

END OF SECTION 01-3233

SECTION 01-3300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals, including;
 - 1. Contractor's construction schedule
 - 2. Submittal schedule
 - 3. Shop Drawings
 - 4. Coordination Drawings and Layout
 - 5. Daily Construction Reports
 - 6. Product Data
 - 7. Samples
 - 8. Site Mobilization Plan
 - 9. Safety Plan
- B. Related Requirements:
 - 1. AIA Document A101 Contract Article 5 "Payments" for submitting Applications for Payment and the schedule of values.
 - 2. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 3. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 4. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
 - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 - 2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
 - 4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action; informational.
 - d. Name of subcontractor.
 - e. Scheduled date for Architect's final release or approval.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 - 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 10 days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
- C. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Name of subcontractor.
 - f. Name of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to University Representative.

5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return without review submittals received from sources other than Contractor.
 - a. Transmittal Form for Paper Submittals: Use AIA Document G810
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
 4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Contractor.
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Specification Section number and title.
 - h. Related physical samples submitted directly.
 - i. Indication of full or partial submittal.
 - j. Transmittal number.
 - k. Submittal and transmittal distribution record.
 - l. Remarks.
- E. Options: Identify options requiring selection by Architect.
- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.

3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections. Transmit each submittal from Contractor to University Representative using a transmittal form.
 1. Submit electronic submittals via email as PDF electronic files.
 - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 2. Action Submittals: Submit seven (7) paper copies of each submittal unless otherwise indicated. Architect will return three (3) copies.
 3. Informational Submittals: Submit four (4) paper copies of each submittal unless otherwise indicated. Architect will not return copies.
 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.

- d. Statement of compliance with specified referenced standards.
 - e. Notation of coordination requirements.
- 4. For equipment, include the following in addition to the above, as applicable:
 - a. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
- 5. Submit Product Data before or concurrent with Samples.
- 6. Submit Product Data in the following format:
 - a. Four (4) paper copies of Product Data unless otherwise indicated. Owner will retain one (1) copy and Architect will retain one copy; remainder will be returned.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
 - 3. Submit Shop Drawings in the following format:
 - a. Five (5) opaque copies of each submittal. Owner will retain one (1) copy and Architect will retain two (2) copies; remainder will be returned.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.

4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three (3) sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of variations.
- E. Coordination Drawing Submittals: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment and Schedule of Values: Comply with requirements specified in Division 00 Section "Payment Procedures."
- H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."

- J. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- K. Site Mobilization Plan
 - 1. Prior to the start of operations on the site, the Contractor shall submit to the University Representative, a Site Mobilization Plan which shall indicate pertinent dates and times, logistics, construction fence, laydown area, traffic flow and compliance with the General Requirements to a level of detail commensurate with the complexity of the construction and the sensitivity of the Owner's ongoing activities on site.
- L. Safety Plan
 - 1. Prior to, and as a condition of mobilization on site, the Contractor shall submit a Safety Plan consisting of no less than the following information:
 - a. Material Safety Data Sheets for all potentially harmful substances.
 - b. A list of Contractor, Subcontractor, and University personnel to be notified in the event of an emergency.
 - c. A list of Contractor's personnel to be notified by the University in the event of an emergency during "off" hours.
 - d. Evacuation Plans.
 - e. Emergency medical procedures.
 - f. Locations of emergency medical equipment.
 - g. Completed Contractor Receipt Acknowledgement Form from the last page of the University of Connecticut, Contractor EHS Manual (http://www.ehs.uconn.edu/ppp/Contractor_EHS_Manual.pdf)

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three (3) paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, design loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to University Representative. The University Representative will transmit submittals to Architect for action unless otherwise agreed upon arrangements are made.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return the submittal to contractor with a copy to the University Representative. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 01-3300

SECTION 01-4000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Requirements:
 - 1. Divisions 02 through 33 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified

installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data: For Contractor's quality-control personnel.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
 - 1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.
 - 2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.
- D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.

1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Owner. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
 - 1. Project quality-control manager may also serve as Project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
 2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
 3. Owner-performed tests and inspections indicated in the Contract Documents.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.

6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.

1.8 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 2. Notify Architect 7 days in advance of dates and times when mockups will be constructed.
 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - a. Allow 7 days for initial review and each re-review of each mockup.
 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 7. Demolish and remove mockups when directed unless otherwise indicated.
- K. Integrated Exterior Mockups: Construct integrated exterior mockup as indicated on Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials.

1.9 QUALITY CONTROL

- A. Owner Responsibilities: The Owner will provide independent inspections, tests, and similar quality control services specified to be performed by independent agencies and not by the contractor, except where they are specifically indicated as the contractor's responsibility or are provided by another identified entity. Costs for these services are not included in the Contract Sum.
1. The Owner will employ and pay for services of an independent agency and furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

- B. Contractor Responsibilities: Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
 - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 - 3. Notify the University Representative and testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 - 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify University Representative, Architect, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 - 6. Do not perform any duties of Contractor.

- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Delivery of samples to testing agencies.
 - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
 - 1. Distribution: Distribute schedule to Owners Representative, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.10 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in Statement of Special Inspections attached to this Section.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect.

4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Owner Representative and Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01-4000

SECTION 01-5000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for temporary services and facilities, including:
 - 1. Utilities
 - 2. Temporary construction
 - 3. Construction aids
 - 4. Barriers and enclosures
 - 5. Security
 - 6. Access roads
 - 7. Temporary controls
 - 8. Traffic control
 - 9. Project identification and signs
 - 10. Field offices and sheds
 - 11. Installation of Owner provided decorative banners on site enclosure fencing.
- B. Related Requirements:
 - 1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.
 - 2. Divisions 01 Section "Temporary Tree and Plant Protection" for protection and pruning of existing trees and plants that are affected by execution of the Work.
 - 3. Division 31 Section "Dewatering" for disposal of ground water at Project site.
 - 4. Division 32 Section "Asphalt Paving" for construction and maintenance of asphalt pavement for temporary roads and paved areas.
 - 5. Division 32 Section "Concrete Paving" for construction and maintenance of cement concrete pavement for temporary roads and paved areas.
- C. Temporary utilities may include but are not limited to:
 - 1. Temporary electric power and light.
 - 2. Temporary heating, cooling and ventilating.
 - 3. Telephone service.
 - 4. Water services and distribution.
 - 5. Temporary sanitary facilities, including drinking water.
 - 6. Temporary sewers and drainage
 - 7. Temporary fire protection.

- D. Security may include but is not limited to:
 - 1. Permanent fire protection.
 - 2. Covered walkways at entrances
 - 3. Security enclosures, fences and lockups
- E. Access roads and parking include but are not limited to:
 - 1. Temporary roads and paving
- F. Temporary controls may include but are not limited to:
 - 1. Dewatering facilities and drains
 - 2. Waste disposal
 - 3. Rodent and pest control
 - 4. Environmental protection
 - 5. Nuisance dust control
 - 6. Noise control.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.
 - 1. Contractor shall furnish and install all necessary temporary switches, wiring, fixtures, bulbs, piping and other devices as may be required to connect to existing systems.
- B. Water and Sewer Service from Existing System: A moderate quantity of water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations. The University reserves the right to require the Contractor to install meters and, if obvious and excessive use is observed, to pay for these utilities.
- C. Electric Power Service from Existing System: A moderate quantity of electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations. The University reserves the right to require the Contractor to install meters and, if obvious and excessive use is observed, to pay for these utilities.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion and Sedimentation Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- D. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
 - 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
 - 2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
- E. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust and HVAC control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
 - 1. Locations of dust-control partitions at each phase of work.
 - 2. HVAC system isolation schematic drawing.
 - 3. Location of proposed air-filtration system discharge.
 - 4. Waste handling procedures.
 - 5. Other dust-control measures.

1.5 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations and authorities having jurisdiction, including but not limited to:
 - 1. Building Code requirements
 - 2. Health and safety regulations
 - 3. Utility company regulations
 - 4. Police, Fire Department and Rescue Squad rules.
 - 5. Environmental protection regulations.
- B. Standards: Comply with NFPA Code 241, "Standard for Safeguarding Construction, Alteration, and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities."
- C. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with National Electric Code (NFPA 70).
- D. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

- A. Temporary Utilities: Prepare a schedule indicating dates of implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary services to use of the permanent service.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire preventative measures. Do not overload facilities, or permit them to interfere with progress of work. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials; if acceptable to the Architect, undamaged previously used materials in serviceable condition may be used. Provide materials suitable for the use intended.
- B. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Supporting post shall be driven. Provide dark green reinforced scrim sheeting on all fencing.
- C. Wood Enclosure Fence: 3/8" thick Plywood, minimum 6 feet high, framed with four 2-by-4-inch rails, with preservative-treated wood posts spaced not more than 8 feet apart.
- D. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.
- E. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches.
- F. Gypsum Wallboard: Provide gypsum wallboard complying with requirements of ASTM C 36 on interior walls of temporary partitions.
- G. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.
- H. Water: Provide potable water approved by local health authorities.

2.2 TEMPORARY FACILITIES

- A. Field Offices, as agreed upon by University.

2.3 EQUIPMENT – NOT USED

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Noise Control: The Contractor shall make every effort to minimize noise disruption to occupants of buildings and adjacent buildings. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site. No noise generating work that interferes with classroom operation shall be tolerated. No noise generating work shall be allowed during exam periods where the noise will impact classroom functions. Examples of noise generating work include, but are not limited to sawing, drilling and hammering and/or jackhammering.
 - 1. Avoid use of tools and equipment, which produce harmful noise. No gasoline-powered equipment shall be used during times that the buildings are occupied. No gasoline-powered equipment may be used in the interior of buildings at any time.
- B. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.
 - 1. All removed materials that are salvageable are the property of the Contractor unless otherwise noted in the specifications.
 - 2. All debris resulting from the performance of this contract will be the property of the Contractor and will be completely removed from the campus and disposed of in a legal manner.
 - 3. Chutes and dumpster type containers designed to keep dust and spillage to a minimum will be used by the Contractor. Dumpsters will be completely covered with a waterproof covering at all times when not in use.
- C. Nuisance Dust Control: The following provisions shall apply during demolition or construction phases of work:
 - 1. It is the intent of this specification to insure that nuisance dusts resulting from demolition or construction activities do not impact occupied areas of the building. The Contractor shall take all measures necessary to accomplish this goal. These measures will include as minimum polyethylene sheeting or wet methods of fugitive dust control.
 - 2. The Contractor shall submit a plan prior to commencement of work that will detail all methods of dust control. This plan shall be approved by the University Representative prior to commencement of work. Upon approval, this plan shall be distributed to the University Representative and the building representative on the Safety Committee.
 - 3. Failure to comply shall result in immediate stoppage of work until effective dust control measures are employed.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment; comply with the company's recommendations.
 - 2. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
 - 3. The University must be notified at least 72 hours in advance of any proposed interruption in order that all affected departments may be advised and have time to adjust their schedules accordingly.
 - 4. Any service (steam, water, electricity, etc.) shutdown which will interrupt the continuity of an experiment or be detrimental to a research project or which, in the opinion of the University, is required for other valid reasons, shall be maintained by safe and adequate temporary means and such temporary piping, wiring and associated devices shall be removed when no longer required.
 - 5. The University reserves the right to limit the down time to a specified number of net hours and to set the date for each occasion of complete shutdown.
 - 6. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
 - 7. Obtain easements to bring temporary utilities to the site, where the Owner's easements cannot be used for that purpose.
- B. Sewers and Drainage: If sewers are available, provide temporary connection to remove effluent that can be discharged lawfully. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds and similar facilities. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off the site in a lawful manner.
 - 1. Filter out excessive amounts of soil, construction debris, chemicals, oils and similar contaminants that might clog sewers or pollute waterways before discharge.
 - 2. Connect temporary sewers to the municipal system as directed by the sewer department officials.
 - 3. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. Following heavy use, restore normal conditions promptly.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction. Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
 - 1. Sterilization: Sterilize temporary water piping in accordance with AWWA requirements prior to use.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Use of Owner's existing sanitary facilities will not be permitted.

2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
 3. Provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility. Provide covered waste containers for used materials.
 4. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
 - a. Provide safety showers, eyewash fountains and similar facilities for convenience, safety and sanitation of personnel
 5. Drinking Water Fixtures: Provide drinking water fountains where indicated including paper supply.
 6. Drinking Water Facilities: Provide containerized tap-dispenser bottled-water type drinking water units, including paper supply.
 - a. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 deg F.
- E. Heating: Provide temporary heating required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
1. Steam from the University's steam lines shall be metered and paid for by the Contractor at a rate of \$0/Therm. Contractor shall install and maintain temporary piping, radiators or unit heaters, reducing valves, steam traps and other necessary fittings and accessories. Traps shall be provided to prevent steam from entering main returns. The temporary layout shall meet the approval of the Architect/Engineer and University Representative. Condensate meter (or meters) shall be installed to record usage of steam. Provide temporary heat required by construction activities, for curing or drying of completed installations or protection of installed construction from adverse effects of low temperature or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.
 2. The Contractor shall provide temporary heat during construction for interior areas included in the Contract, and any adjacent or nearby occupied areas, to counteract low temperatures or excessive dampness and in any event, between October 15th and May 15th, maintain during said period or periods until final completion of the Contract, unless otherwise approved by the University representative in writing. Provide heat and materials and finishes from damage by temperature or humidity. Costs shall be paid by the Contractor. Unless otherwise specified in the Contract Documents, the temporary heating shall be sized to maintain the following conditions on a 24-hour-per-day basis:
 - a. Office Spaces/Laboratories/Classrooms: 68 degrees F
 - b. Warehouses/Storage: 55 degrees F
 3. The areas listed above are for example only. The University Representative shall have sole discretion to assign minimum heating criteria.

- F. Electrical Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload protected disconnects, automatic ground-fault interrupters and main distribution switch gear.
 - 1. Except where overhead service must be used, install electric power service underground.
 - 2. Power Distribution System: Install wiring overhead, and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 volts, AC 20 ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance
- G. Lighting: Whenever overhead floor or roof deck has been installed, provide temporary lighting with local switching.
 - 1. Install and operate temporary lighting that will fulfill security and protection requirements, without operating the entire system, and will provide adequate illumination for construction and traffic and safety conditions.
 - 2. Install exterior yard and sign lights so that signs are visible when Work is being performed.
- H. Telephones: Provide temporary or cellular telephone service for all personnel engaged in construction activities, throughout the construction period. Contractor shall arrange and pay for his own telephone service.
 - 1. Post or maintain within a project notebook a list of important telephone numbers.
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Contractor's emergency after-hours telephone number.
 - e. Architect's office.
 - f. Engineers' offices.
 - g. University Representative office.
 - h. Principal subcontractors' field and home offices.
- I. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
 - 1. Prior to commencing work, isolate the HVAC system in area where work is to be performed according to coordination drawings.
 - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
 - b. Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
 - 2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.

3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- J. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
 1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
- K. Fire Protection: Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."
 1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
 2. Store combustible materials in containers in fire-safe locations.
 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
 4. Provide supervision of all welding operations, combustion type temporary heating units, and similar sources of fire ignition.
 5. No gasoline shall be stored in or close to an building at any time.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
 3. Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities for easy access.
- B. Field Offices and Sheds: A field office is not required for this project, however should the Contractor choose to provide a field office, see requirements below:
 1. Provide non-combustible construction for offices, shops and sheds located within the construction area, or within 30 feet of building lines. Comply with requirements of NFPA 241.
 2. Field Offices: Provide insulate, weathertight temporary offices with electric lighting, air conditioning and heat and of sufficient size to accommodate required office personnel at

the Project Site. The Field Office shall have two rooms, each approximately 150 square feet in size. The offices shall have ample natural light, a heater of sufficient capacity to maintain 70 degrees F in winter and an air conditioner of sufficient capacity to maintain 75 degrees F in summer. No trailer will be allowed on University property unless permanent markings indicating the name of the company are clearly visible. Keep the office clean and orderly of use for small progress meetings. Furnish and equip offices with a minimum of the following:

- a. Furnish with desks and chairs, file cabinets, plan tables, plan racks, waste receptacles, conference room table and at least eight chairs.
- b. Equip with a water cooler and private toilet complete with water closet, lavatory and mirror-medicine cabinet unit.
- c. Equip with a 5 lb ABC fire extinguisher and an OSHA-approved first aid kit. Equip with a facsimile machine and copier for use by the Contractor, University Representative and Architect/Engineer.

C. Temporary Roads and Paved Areas: Comply with the following:

1. The Contractor shall, under regulation prescribed by the University Representative, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the University Representative. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.
2. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
3. Construct and maintain temporary roads and paving to adequately support the indicated loading and to withstand exposure to traffic during the construction period. Locate temporary paving for roads, storage areas and parking where the same permanent facilities will be located. Review proposed modifications to permanent paving with the Architect.
 - a. Paving: Comply with Division-2 Section "Asphalt Concrete Paving" for construction and maintenance of temporary paving.
 - b. Coordinate temporary paving development with subgrade grading, compaction, installation and stabilization of subbase, and installation of base and finish courses of permanent paving.
 - c. Install temporary paving to minimize the need to rework the installations and to result in permanent roads and paved areas that are without damage or deterioration when occupied by the Owner
 - d. Delay installation of the final course of permanent asphalt concrete paving until immediately before Substantial Completion. Coordinate with weather conditions to avoid unsatisfactory results.
 - e. Extend temporary paving in and around the construction area as necessary to accommodate delivery and storage of materials, equipment usage, administration and supervision.

- D. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
 - 1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
 - 2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Division 31 Section "Earth Moving."
 - 3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
 - 4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Division 32 Section "Asphalt Paving."
 - 5. Maintain access for fire-fighting equipment and access to fire hydrants.
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 - 2. Remove snow and ice as required to minimize accumulations.
- F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- G. Temporary Elevator Use: The Contractor will be permitted to use the freight elevator for freight service and transportation of construction personnel during the construction period. This elevator must also be available to the Owner at all times; coordinate usage with the University Representative. At the end of construction, restore the elevator to its original condition; replace worn cables, guide shoes and similar items of limited life. Use of other elevators by the Contractor will not be permitted.
 - 1. Do not load elevators beyond their rated weight capacity.
 - 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.
- H. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
- I. Existing Stair Usage: Use of Owner's existing emergency stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.

1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.
- J. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 1. Comply with work restrictions specified in Division 01 Section "Summary."
- C. Temporary Erosion and Sedimentation Control: Comply with the latest requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent and requirements specified in Division 31 Section "Site Clearing."
- D. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to requirements of the latest EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
 1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
 2. Inspect, repair, and maintain erosion and sedimentation-control measures during construction until permanent vegetation has been established.
 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- E. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- F. Tree and Plant Protection: Comply with requirements specified in Division 01 Section "Temporary Tree and Plant Protection."
 1. Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

- G. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- H. Site Enclosure Fence: Prior to commencing earthwork, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates. All fencing to have dark green reinforced scrim sheeting.
 - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations or as indicated on Drawings.
 - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel.
 - 3. Contractor to install owner provided decorative banners on the exterior side of the site enclosure fencing as directed by owner's representative
- I. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- J. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- K. Temporary Egress: Maintain temporary egress from existing occupied facilities at all times and as required by authorities having jurisdiction.
- L. Covered Walkway: Erect protective, covered walkway for passage of individuals through or adjacent to Project site. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction and requirements indicated on Drawings.
 - 1. Construct covered walkways using scaffold or shoring framing.
 - 2. Provide overhead decking, protective enclosure walls, handrails, barricades, warning signs, exit signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
 - 3. Where required by OSHA regulations provide temporary lighting under covered walkways to satisfy requirements.
 - 4. Covered walkways shall maintain a minimum clear height of 8ft above walking surface, and shall be designed to support all imposed loads and a minimum live load of 150 psf.
- M. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- N. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.

1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
 2. Construct dustproof partitions with two layers of 6-mil polyethylene sheet on each side. Cover floor with two layers of 6-mil polyethylene sheet, extending sheets 18 inches up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant-treated plywood.
 - a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches between doors. Maintain water-dampened foot mats in vestibule.
 3. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
 4. Insulate partitions to control noise transmission to occupied areas.
 5. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
 6. Protect air-handling equipment.
 7. Provide walk-off mats at each entrance through temporary partition.
- O. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
1. Prohibit smoking in construction areas.
 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with University fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
1. Protect porous materials from water damage.
 2. Protect stored and installed material from flowing or standing water.
 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 4. Remove standing water from decks.
 5. Keep deck openings covered or dammed.

- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 - 2. Keep interior spaces reasonably clean and protected from water damage.
 - 3. Periodically collect and remove waste containing cellulose or other organic matter.
 - 4. Discard or replace water-damaged material.
 - 5. Do not install material that is wet.
 - 6. Discard, replace, or clean stored or installed material that begins to grow mold.
 - 7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
- D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
 - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 - 2. Use permanent HVAC system to control humidity.
 - 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
 - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective.
 - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
 - c. Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.

3.6 TRAFFIC CONTROL

- A. Due to the large volume of pedestrian and vehicular traffic within the campus, it shall be the responsibility of the Contractor to provide continuous traffic accessibility to all areas of the campus.
- B. The Contractor shall comply with Connecticut Regulation 13b-17-28, Safety to Traffic, which requires that "When portions of the traveled way are made dangerous for the movement of vehicles or pedestrians, a sufficient number of uniformed police officers, flagmen, or traffic men, shall be employed by the permittee to direct traffic safely through the area."
- C. The requirement to maintain pedestrian and vehicular traffic is further defined in the Connecticut Department of Transportation Specifications Section 9.71, Form 814, which requirements are incorporated herein by reference.
- D. The Contractor may contact the University Police Department, Town of Mansfield Police Department, or other private sources to obtain the necessary manpower to comply with these regulations. The University Representative assigned to the given construction project shall be

informed by the General Contractor of his traffic control procedures prior to the commencement of construction.

3.7 PROJECT IDENTIFICATION AND SIGNS

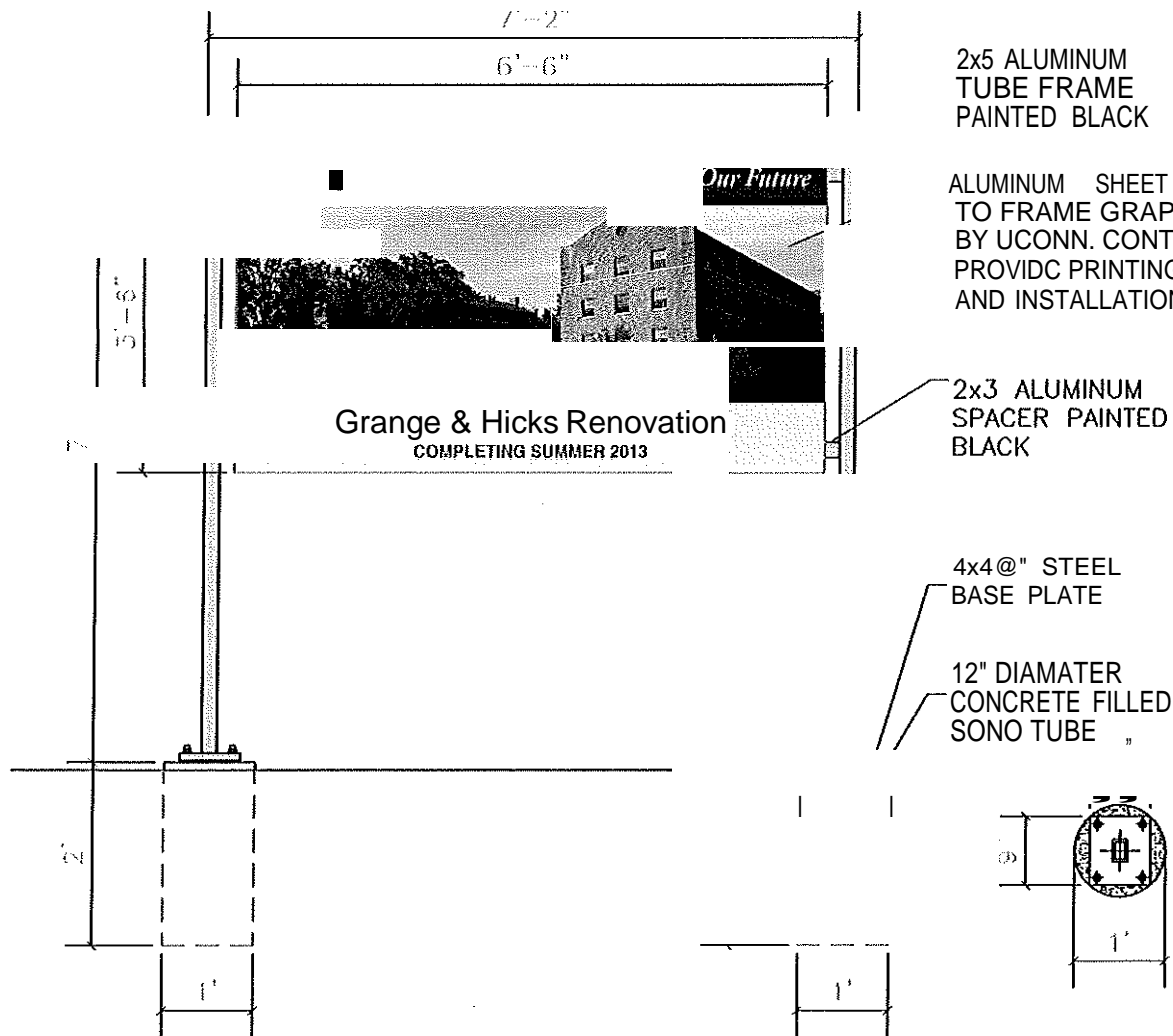
- A. Project Identification Signs: Provided and installed by the University.
 - 1. Decorative banners for the site enclosure fencing shall be provided by the Owner and installed by the Contractor.
- B. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors. Install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative treated wood or steel. Do not permit installation of unauthorized signs.
- C. Other Signs: Any other signage shall be submitted to the University Representative for approval.

3.8 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 - 2. Prevent water filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Unless the University Representative requests that it be maintained longer, remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.

3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."
 - a. Replace air filters and clean inside of ductwork and housings.
 - b. Replace significantly worn parts and parts that have been subject to unusual operating conditions.
 - c. Replace lamps that are burned out or noticeably dimmed by substantial hours of use.
 - d. Restore all existing facilities and grounds used during construction to specified or to original condition.

END OF SECTION 01-5000



NOTES:

1. TEMPORARY CONSTRUCTION SIGNS SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED BY THE CONTRACTOR AT COMPLETION OF THE PROJECT UNLESS NOTED OTHERWISE.
2. REFER TO PRELIMINARY LOGISTICS PLAN FOR LOCATION OF CONSTRUCTION SIGNS. CONTRACTOR SHALL SUBMIT A FINAL LOGISTICS PLAN FOR APPROVAL BY THE UNIVERSITY.
3. CONSTRUCTION SHALL NOT BEGIN ON SITE UNTIL PROJECT SIGNS HAVE BEEN INSTALLED.

March 25, 2013

TITLE:

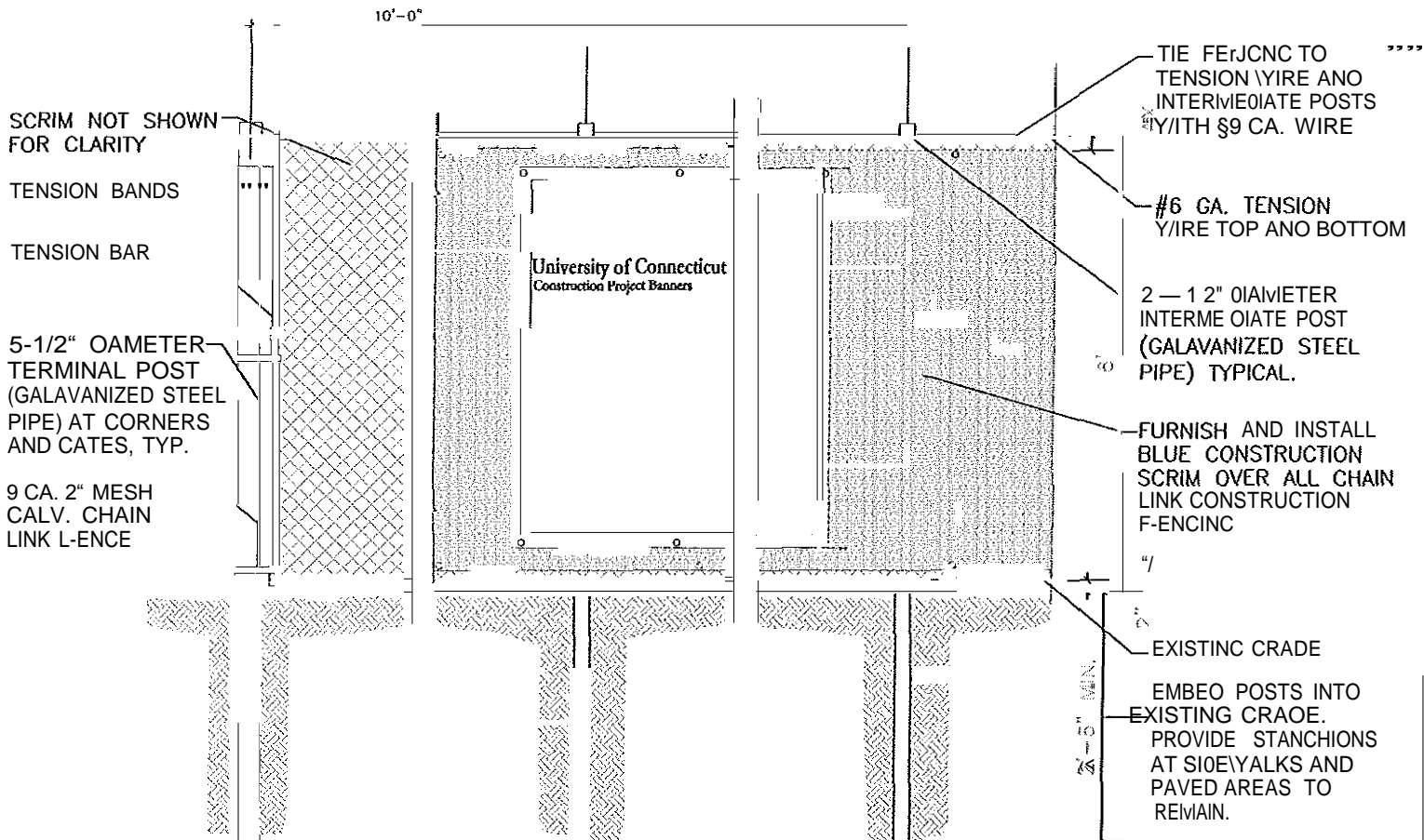
TEMPORARY CONSTRUCTION SIGN

NOT TO SCALE

FOR ALL CAMPUS PROJECTS WITH CONSTRUCTION DURATION MORE THAN 6 MONTHS

DRAWING:

SIGN 1



NOTES:

1. TEMPORARY CONSTRUCTION FENCINC SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED BY THE CONTRACTOR AT COMPLETION OF THE PROJECT.
2. REFER TO PRELIMINARY LOGISTICS PLAN FOR EXTENT OF CONSTRUCTION FENCINC. CONTRACTOR SHALL SUBMIT A FINAL LOGISTICS PLAN FOR APPROVAL BY THE UNIVERSITY.
3. BANNERS SHALL BE FURNISHED BY UCONN AND INSTALLED BY THE CONTRACTOR.
4. REFER TO PRELIMINARY LOGISTICS PLAN FOR QUANTITY AND LOCATIONS OF BANNERS.
5. BANNERS SHALL BE 5' — 0" X 30' — 0" UNLESS UNLESS NOTED OTHERWISE.
6. CONSTRUCTION SHALL NOT BEGIN ON SITE UNTIL SCRIM AND BANNERS HAVE BEEN INSTALLED.
7. INSTALLATION OF CHAIN LINK FENCINC SHALL NOT BEGIN UNTIL SCRIM AND BANNERS ARE ON SITE READY TO INSTALL.
8. RETURN BANNERS TO UNIVERSITY'S DESIGNATED STORAGE LOCATION UPON COMPLETION OF PROJECT

DATED:

TITLE:

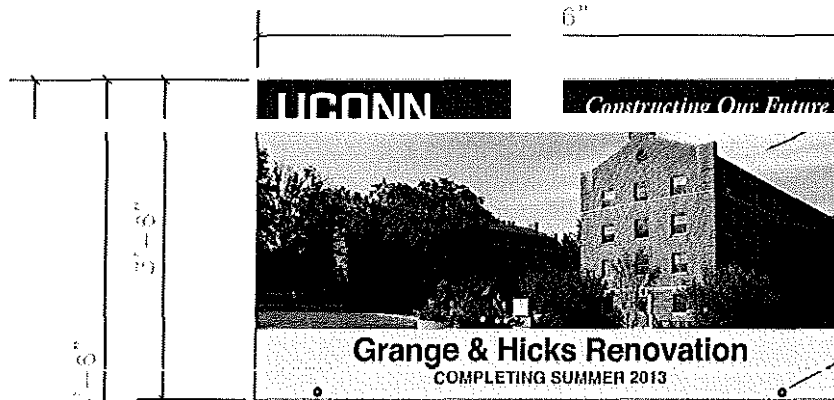
TEMPORARY CONSTRUCTION FENCINC

DRAWING:

NOT TO SCALE

FENCE

FOR ALL CAMPUS PROJECTS WITH CONSTRUCTION FENCINC



5/8" EXTERIOR GRADE
M.D.F. BOARD

1/2" CALVANEZ LAMINATED
BOLTED WITH WASHERS
TOP AND BOTTOM

4x4 PRESSURE
TREATED WOOD
POST PAINTED WHITE



NOTES:

1. TEMPORARY CONSTRUCTION SIGNS SHALL REMAIN THE PROPERTY OF THE UNIVERSITY AND SHALL BE REMOVED BY THE CONTRACTOR AT COMPLETION OF THE PROJECT UNLESS NOTED OTHERWISE.
2. REFER TO PRELIMINARY LOGISTICS PLAN FOR LOCATION OF CONSTRUCTION SIGNS. CONTRACTOR SHALL SUBMIT A FINAL LOGISTICS PLAN FOR APPROVAL BY THE UNIVERSITY.
5. CONSTRUCTION SHALL NOT BEGIN ON SITE UNTIL PROJECT SIGNS HAVE BEEN INSTALLED.

DATE: March 25, 2013	TITLE: TEMPORARY CONSTRUCTION SIGN NOT TO SCALE FOR ALL CAMPUS PROJECTS WITH CONSTRUCTION DURATION LESS THAN 6 MONTHS	DRAWING: SIGN 2
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SECTION 01-57 00 - TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Temporary Controls
 - 1. Dust Control
 - 2. Erosion and Sediment Control
 - 3. Noise Control
 - 4. Pest Control
 - 5. Pollution Control
 - 6. Rodent Control
 - 7. Environmental (temperature, relative humidity) Control

1.2 DUST CONTROL

- A. Employ any and all specified controls required to protect Owner's existing property and facilities.
- B. Execute work by methods to minimize raising dust from construction operations.
- C. Provide positive means to prevent air-borne dust from dispersing into atmosphere.
- D. Provide means to control dust and debris from entering the public streets and rights of way.

1.3 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize amount of bare soil exposed at one time.
- C. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
- E. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- F. Do not allow mud or debris-laden runoff to enter existing storm water system.
- G. Comply with Connecticut DEP System requirements.

1.4 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise from and noise produced by construction operations.

1.5 PEST CONTROL

- A. Provide methods, means, and facilities to prevent pests and insects from damaging the work.

1.6 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

1.7 RODENT CONTROL

- A. Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

1.8 ENVIRONMENTAL CONTROL

- A. Maintain temperature in accordance with Section 01 50 00, 1.6 C.
- B. Maintain relative humidity in accordance with Section 01 50 00, 1.6 D.
- C. Contractor is responsible for environmental control until the District accepts the facility with the Certificate of Occupancy (CO) or the Temporary Certificate of Occupancy (TCO).
 - a. Contractor is responsible for any damage caused by the formation of mold and mildew or other deterioration of any building materials prior to CO or TCO.

PART 2 PRODUCTS

- 2.1 Not Used.

PART 3 EXECUTION

- 3.1 Not Used.

END OF SECTION

SECTION 01 5713 - TEMPORARY EROSION AND SEDIMENTATION CONTROLS

PART 1

GENERAL

1.1 SUMMARY

A. Section Includes:

1. Installation of temporary erosion and sedimentation control measures
2. Maintenance of temporary erosion and sedimentation control measures.
3. Monitoring of site condition and installation of supplemental temporary erosion and sedimentation control measures.
4. Sediment removal and disposal
5. Temporary seeding or other surface stabilization measures.
6. Removal of temporary erosion and sedimentation control measures.
7. Monitoring, documentation, and recordkeeping.
8. Installation of permanent erosion control materials.
9. Final cleanup.

B. Erosion and sediment control techniques include, but are in no way limited to, silt fence, hay bales, drainage structure inserts/filters, mulching with hay/straw, netting/matting, grassing, stone dikes/berms/check-dams, compost blankets and berms, barriers, diversions, traps, basins, and appurtenances which will ensure that erosion and sediment pollution will be either eliminated or maintained within acceptable limits.

C. The measures specified herein are the minimum requirements which Contractor shall comply to control erosion and siltation throughout execution of the work. Contractor shall provide additional work if necessary to control erosion and siltation throughout the duration of the construction as conditions dictate, or as directed by Engineer.

1.2 SUBMITTALS

- A. Submit material specifications and shop drawings for all materials furnished under this Section.
- B. Prior to the start of the construction, submit schedule for the construction of required stormwater detention basins, temporary and permanent erosion and sedimentation control measures, clearing and grubbing, grading, structures at watercourses, construction, and paving.
- C. During construction, submit to Engineer schedule changes that affect timing of construction.
- D. Submit copies of all inspection and maintenance report forms.

1.3 REFERENCES

- A. Reference herein to any technical society, organization, group or regulation are made in accordance with the following abbreviations and, unless otherwise noted or specified, all work under this Section shall conform to the latest edition as applicable.
- B. Regulations of Connecticut State Agencies (RCSA)
 - 1. 22a-315-10 through 19, Soil and Water Conservation
- C. Connecticut Department of Energy and Environmental Protection (DEEP)
 - 1. Connecticut Guidelines for Soil Erosion and Sediment Control, DEP Bulletin 34, State of Connecticut Council on Soil and Water Conservation, 2002.
- D. State of Connecticut Department of Transportation (ConnDOT)
 - 1. Standard Specifications for Roads, Bridges and Incidental Construction, Form 816, 2004 and any supplements.

1.4 PERMIT CONDITIONS

- A. Contractor and Subcontractors are bound to comply with any project-related permits obtained by Owner or Engineer for the work of the project. Such permits will affect performance of the work, and Contractor and Subcontractors are bound to comply with requirements of such permit and representations contained in permit application as though Contractor and Subcontractor were the Permittee/permit-holder. Requirements and conditions set forth in Owner or Engineer-obtained project-related permits and permit applications shall be binding on Contractor just as any Specification would be.

1.5 QUALITY CONTROL

- A. Comply with applicable provisions of the Connecticut Department of Energy and Environmental Protection (DEEP) General Permit for the Discharge of Stormwater and Dewatering Wastewaters Associated with Construction Activities, (DEP-PED-GP-015) modified April 8, 2004 or latest revision thereof. Conditions of such General Permit, other conditions of approval or authorizations, and associated Stormwater Pollution Control Plan (SWPCP) shall become part of the Contract Documents.
- B. Contractor shall be responsible for the timely installation and maintenance of all sedimentation control devices necessary to prevent the erosion of soil or movement of sediment from construction activities to off-site areas via surface runoff or underground drainage systems. Measures in addition to those shown on the Drawings necessary to prevent the movement of sediment off site shall be installed, maintained, removed, and cleaned up at the expense of Contractor.
- C. Engineer has the authority to order immediate, additional, temporary control measures to prevent contamination of adjacent streams or other watercourses, or other areas of water impoundment and damage by erosion.
- D. If Engineer observes construction procedures and operations that jeopardize erosion control provisions, Engineer will notify Contractor. If such construction procedures and operations

are not corrected promptly, Engineer may suspend the performance of any or all construction until corrections have been made, and such suspension shall not be the basis of any claim by Contractor for additional compensation, nor for an extension of time to complete the Work.

- E. Should construction materials be washed away or otherwise rendered ineffective in the opinion of Engineer during the progression of the Work, Contractor shall replace the installations at no additional cost to the Owner.

1.6 COORDINATION WITH PERMANENT EROSION CONTROL PROVISIONS

- A. The temporary control provisions shall be coordinated with the permanent erosion control features to the extent practical to ensure economical, effective and continuous erosion control throughout the construction and post-construction period.

PART 2

PRODUCTS

2.1 HAY BALES

- A. Hay bales shall be made of cut hay with forty pounds minimum weight and 120 pounds maximum weight. Bales shall be free of rotten or degraded hay, significant splits or voids. Hay bales shall be held together with a minimum of two bands made of either wire or heavy twine.
- B. Stakes to anchor the bales shall be a minimum of 36 inches long and made of hardwood with a minimum dimension of 1½-inch by 1½-inch normal size. Metal stakes may be used instead of wooden stakes. Metal stakes shall be round, "U", "T", "L", or "C" shaped with a minimum weight of 0.5 pounds per foot.
- C. Replace individual hay bales upon loss of 30% of original mass or volume, whichever is less.

2.2 SILT FENCE

- A. Woven Polypropylene geotextile having a minimum weight of 3.1 ounces per square yard conforming to the following:

Mechanical and Physical Properties of Silt Fence Geotextile

Mechanical Properties	Test Method	Unit	Minimum Average Roll Value
Weight	ASTM D 3776	oz/yd ²	5.6
Grab Tensile Strength	ASTM D 4632	Pounds	60
Grab Elongation (Max percent)	ASTM D 4632	Percent (%)	15-30
Trapezoidal Tear	ASTM D 4533	Pounds	30
Puncture	ASTM D 4833	Pounds	30
Mullen Burst	ASTM D 3786	psi	150-200
Permittivity	ASTM D 4491	Sec ⁻¹	0.15
Flow Rate	ASTM D 4491	gal/min/ft ²	15-20
Apparent Opening Size	ASTM D 4751	(U.S. Sieve)	30-35
UV Resistance (at 500 hours)	ASTM D 4355	% strength retained	70

- B. Silt fence shall be constructed of a minimum thirty-six (36) inch wide continuous woven geotextile. The material shall have a high sediment filtration capacity, high slurry flow and minimum clogging characteristics. Edges of the fabric shall be finished to prevent the outer fibers from pulling away from the geotextile. Geotextile shall be free of defects or flaws that significantly affect its physical and/or filtering properties.
- C. Fabric shall be securely fastened to stakes a minimum of 42 inches long and made of hardwood with a minimum dimension of 1½ inch by 1½ inch normal size such that a 6 to 8 inch length of fabric is unattached at the bottom for anchorage in soil. Metal stakes may be used instead of wooden stakes. Metal stakes shall be round, “U”, “T”, “L”, or “C” shaped with a minimum weight of 0.5 pounds per foot. Stakes shall be spaced not greater than ten feet apart. When required, wire or another type of support shall be constructed between the geotextile fabric and the posts to improve the load carrying capacity of the silt fence.

2.3 CATCH BASIN INSERT

- A. Manufactured catch basin insert of woven polypropylene geotextile with integral lifting loops or straps conforming to the following:

Mechanical and Physical Properties of Catch Basin Insert

Mechanical Properties	Test Method	Unit	Minimum Average Roll Value
Grab Tensile Strength	ASTM D 4632	Pounds	350
Grab Elongation (Max percent)	ASTM D 4632	Percent (%)	30
Trapezoidal Tear	ASTM D 4533	Pounds	120
Puncture	ASTM D 4833	Pounds	140
Mullen Burst	ASTM D 3786	psi	600
Permittivity	ASTM D 4491	gal/min/sq ft	0.3
Flow Rate	ASTM D 4491	gal/min/ft ²	150
Apparent Opening Size	ASTM D 4751	(U.S. Sieve)	40
UV Resistance (at 500 hours)	ASTM D 4355	% strength retained	90

Note: Catch basin inserts for catch basins with curb openings shall be equipped with integral curb deflector.

2.4 STRAW MULCH

- A. Straw mulch shall be comprised of threshold straw of oats, wheat, barely, or rye that is free from noxious weeds, mold or other objectionable material. Straw mulch shall contain at least 50 percent by weight of material to be 10-in or longer. Straw shall be in an air-dry condition and suitable for placement with blower equipment. Straw mulch shall be utilized on all newly graded areas with slopes exceeding 5% to protect areas against washouts and erosion unless other erosion control measures are provided.

2.5 FILTER BERM COMPOST

- A. Where establishing vegetation is not planned, compost shall be a decomposed, weed free organic matter source derived from agricultural, food, or industrial residuals; biosolids (treated sewage sludge); yard trimmings; or source-separated or mixed solid waste. Compost

shall possess a moisture content of 30 to 60% and a organic matter content of 25 to 100%. The maximum particle length shall be 6", and 100% passing a 3", 90 to 100% passing a 1", 70% to 100% passing a 3/4", and 30% to 75% passing a 1/4" screen. However, no more than 50% passing a 1/4" screen in high rainfall/flow rate situations.

- B. Where establishing vegetation is planned, compost shall be use a well decomposed, stable, weed free organic matter source derived from agricultural, food, or industrial residuals; biosolids (treated sewage sludge); yard trimmings; or source-separated or mixed solid waste. Compost shall possess a moisture content of 30 to 60%, a pH of 6.0 to 8.5 and an organic matter content of 25 to 65%. The maximum particle length shall be 6", and 100% passing a 3", 90 to 100% passing a 1", 70% to 100% passing a 3/4", and 30% to 75% passing a 1/4" screen. However, no more than 60% passing a 1/4" in high rainfall/flow rate situations. It shall contain no substances toxic to plants, shall possess no objectionable odors, and shall not resemble the raw material from which it was derived.

2.6 COMPOST SOIL BLANKET

- A. Compost soil blankets may be utilized on slopes of up to 2:1.
- B. Slightly scarify slopes and remove large clods, rocks, stumps, roots larger than 2 inches in diameter and debris on slopes, where vegetation is to be established. This soil preparation step may be eliminated where approved by the Landscape Architect/Designer, or where seeding or planting isn't planned. Track (compact) slope using a bulldozer before applying compost.
- C. Apply compost at the following rates:

Compost Application Rates

Annual Rainfall/Flow Rate	Total Precipitation & Rainfall Erosivity Index	Application Rate for Slopes to be Vegetated (Note 1)	Application Rate for Slopes not being Unvegetated
Low	1-25" & 20 - 90	1/2 - 3/4 "	1" - 1 1/2"
Average	26-50" & 91 - 200	3/4 - 1"	1 1/2" - 2"
High	51" and above, & 201 and above	1-2"	2-4"

- D. Lower application rates indicated for slopes to be vegetated should only be used in conjunction with seeding, and for compost blankets applied during the prescribed planting season for the particular region.
- E. Compost shall be uniformly applied using an approved spreader unit, including bulldozers, side discharge manure spreaders, etc. Track (compact) the compost layer using a bulldozer or other appropriate equipment. (This step may be eliminated where impractical or where deemed unnecessary by the Landscape Architect/Designer.) Alternatively, apply compost using a pneumatic (blower) unit, or other unit that propels the product directly at the soil surface, thereby preventing water from moving between the soil-compost interface. Thorough watering may be used to improve settling of the compost. Apply compost layer approximately 3 feet (90 cm) over the top of the slope, or overlap it into existing vegetation.
- F. On highly unstable soils, use compost in conjunction with appropriate structural measures.

- G. Dry or hydraulic seeding may be completed following compost application, as required, or during the compost application itself, where a pneumatic unit is used to apply the compost.

2.7 STONE CHECK DAM

- A. Stone shall be graded as follows:

Gradation of Stone for Check Dam (ConnDOT M.01.01 Grading No. 3)

Sieve	Percent Passing by Weight
2 1/2"	100
2"	90-100
1 1/2"	35-70
1	0-15
1/2"	0-5

Stone shall be sound, tough, durable, angular, not subject to disintegration, on exposure to water, or weathering, be chemically stable and shall be suitable in all other respects for the purpose intended.

- B. Geotextile may be used under the stone to provide a stable foundation and to facilitate removal of the stone.

2.8 EROSION CONTROL SEED MIXTURE

Erosion Control Seed

Species (Note 1)	Application Rate, Pounds Per Acre	Application rate, Pounds Per 1,000 sf	Optimum Seed Depth, inches (Note 2)	Optimum Seeding Dates (Note 3)
Annual ryegrass <i>Lolium multiflorum</i>	40	1.00	0.5	3/1 - 6/15 and 8/1 - 10/15
Perennial ryegrass <i>Lolium perenne</i>	40	1.00	0.5	3/15 - 7/1 and 8/1 - 10/15
Winter Rye <i>Secale cereale</i>	120	3.00	1.00	4/5 - 7/1 and 8/15 - 10/15
Oats <i>Avena sativa</i>	86	2	1	3/1 - 6/15 and 8/1 - 9/15
Winter Wheat <i>Triticum aestivum</i>	120	3	1	4/15 - 7/1 and 8/15 - 10/15
Millet <i>Echinochloa crusgalli</i>	20	.5	1	5/15 - 7/15
Sudangrass <i>Sorghum sudanese</i>	30	.7	1	5/15 - 8/1
Buckwheat <i>Fagopyrum esculentum</i>	15	.4	1	4/1 - 9/15
Weeping lovegrass <i>Eragostis curvula</i>	5	.2	.25	6/1 - 7/1
ConnDOT All Purpose Mix	150	3.4	.5	3/1 - 6/15 and 8/1 - 10/15

Erosion Control Seed Notes:

1 - Listed species may be used in combinations to obtain a broader time spectrum. If used in combinations, reduce each species planting rate by 20% of that listed.

2 - Seed at twice the indicated depth for sandy soils.

3 - May be planted throughout summer if soil moisture is adequate or can be irrigated. Fall seeding may be extended 15 days in the coastal towns.

2.9 EROSION CONTROL MATTING

- A. Temporary Erosion Control Blanket shall be 1) Curlex® Excelsior Blanket, as manufactured by American Excelsior Company, 2) ERO-MAT® V75S(FD), as manufactured by Verdyol Plant Research, Ltd., or 3) Landlok® S2 RD, as manufactured by SI® Geosolutions, or 4) approved equal.
- B. Degradable Erosion Control Fabric Netting shall be Landlok® 407 GR, as manufactured by 1) SI® Geosolutions, or 2) GeoJute® as manufactured by Belton Industries, Inc., or 3) BioNet® S150BN™ Double Net Straw Blanket, as manufactured by North American Green, or 4) approved equal.
- C. Long-Term and Non-degradable Turf Reinforcement Mats shall be 1) Pyramat®, as manufactured by SI® Geosolutions, or 2) Recyclax® Turf Reinforcement Matting, as manufactured by American Excelsior Company, or 3) Vmax3 C350™, as manufactured by North American Green, or 4) approved equal.
- D. Erosion control matting shall be secured with staples or an alternative attachment device such as geotextile pins or plastic pegs as recommended by the manufacturer. The Contractor shall submit a sample of the alternative attachment device for the Engineer's approval prior to installation.

PART 3

EXECUTION

3.1 GENERAL

- A. Install erosion and sedimentation control measures as shown on the Drawings prior to any site disturbance.
- B. No work shall be started until erosion control schedules and installation have been accepted by the Engineer.
- C. Engineer has the authority to control the surface area of each material exposed by construction operations and to direct Contractor to immediately provide permanent or temporary pollution control measures to prevent contamination of adjacent watercourses or other areas of water impoundment. Every effort shall be made by Contractor to prevent erosion on the site and abutting properties or areas.
- D. Contractor shall construct all permanent erosion and sediment control features at the earliest practical time as outlined in the accepted schedule. Temporary erosion and sediment control

measures shall be used to correct conditions that develop during construction, which were unforeseen, but are needed prior to installation of permanent control features, or that are needed temporarily to control erosion or sedimentation which develops during construction operations.

- E. Contractor shall limit as necessary the surface area of the earth material exposed to sufficiently maintain and protect the slopes to prevent pollution. Where erosion is likely to be a problem, clearing and grubbing operations shall be scheduled and performed so that grading operations and permanent erosion and sediment control features can follow immediately thereafter, if conditions permit; otherwise, temporary control measures will be required between successive construction stages.
- F. Erosion control features installed by Contractor shall be maintained by Contractor, and he shall remove such installations only upon completion of the work and the site is stabilized or when authorized to do so by Engineer.
- G. Contractor shall operate all equipment and perform all construction operations so as to minimize pollution. Contractor shall cease any of his operations, which will increase pollution during rainstorms.
- H. Failure by Contractor to control erosion, pollution, and siltation shall be cause for the Engineer to employ outside assistance to provide the necessary corrective measures. The cost of such assistance, including engineering costs, will be charged to Contractor and appropriate deductions made to Contractor's payment.

3.2 HAY BALES

- A. Hay bales shall be positioned as indicated on the Drawings and/or as necessary to prevent off site movement of sediment produced by, or as a result of, construction activities, or as direct by the Engineer.
- B. Hay bales shall be utilized on all catch basins and drainage facilities on the Project Site to prevent the entry of sediments or other debris. Maintain such protection throughout execution of the work until such drainage facilities have been abandoned/removed.
- C. Bales shall be placed lengthwise with ends of adjacent bales tightly abutting one another to form a continuous barrier. Bales shall be entrenched to a depth of 4 inches and backfilled, with the backfill placed toward the potential source of runoff and sediment. All bales shall be installed so that bindings are oriented around the sides rather than along the tops and bottoms. Each bale shall be anchored with a minimum of two stakes, driving the first stake in each bale towards the previously laid bale to drive the bales together. Stakes must be driven a minimum of 18 inches into the ground. Loose hay shall be inserted between bales as required to prevent water from escaping between the bales.

3.3 GEOTEXTILE SILT FENCE

- A. Install a filter fabric silt fence prior to construction and remove after full surface restoration has been achieved. Install silt fence as indicated on the Drawings and/or as necessary to prevent off site movement of sediment produced by, or as a result of, construction activities.

B. Install as follows:

1. Hand shovel excavate a small trench a minimum of six inches wide by six inches deep on the upslope side of the desired fence line location.
2. Unroll the siltation fence system, position the post in the back of the trench (downhill side), and hammer the post at least 12 inches into the original ground.
3. Fabric rolls shall be spliced at posts. The fabric shall be overlapped six inches, folded over and securely fastened to posts.
4. Lay the bottom 6 inches of the fabric into the trench to prevent undermining by storm water run-off.
5. Backfill the trench and compact. Compaction is necessary to prevent the run-off from eroding the backfill.
6. For slope and swale installations, extend the ends of the trench sufficiently up slope such that the bottom end of the fence will be higher than the top of the lowest portion of the fence.

3.4 CATCH BASIN INLET SEDIMENT CONTROL

- A. Install catch basin inlet sediment control devices in each exiting catch basin as long as it remains in use in accordance with manufacturer's guidelines at the locations shown on the Drawings.
- B. A catch basin sediment filter shall be installed and changed/cleaned per the manufacturer's recommendations, or as directed by the (Insert Name), during construction.
- C. New catch basins shall have a filter installed immediately upon completion of construction. In addition, a hay bale, or similar, barrier shall be installed around the new basin and maintained in place until binder is placed or disturbed areas draining to it are stabilized.
- D. Catch basins with curb openings shall have filter fabric covering the opening and the edges of the fabric shall be secured. A filter boom shall also be placed over the opening.

3.5 TEMPORARY SEDIMENT BASINS

- A. Temporary sedimentation basins shall be employed as required during construction. Sedimentation shall be periodically removed from the basins and from behind erosion and sedimentation control devices. The Contractor shall direct all possible site runoff to the temporary sedimentation basins.
- B. The temporary sedimentation basins shall be maintained from the start of construction until construction of the permanent detention basins is completed and perimeter areas are stabilized.

3.6 TEMPORARY MULCHING

- A. Apply temporary mulch to areas where rough grading has been completed but final grading is not anticipated to begin within 30 calendar days of the completion of rough grading or where final grading has been completed but seeding is not anticipated for 20 days.

- 1. Straw/Hay Mulch

- Exposure Period: 6 months

- Application Method: By hand or machine

- Application Rate: 110 lbs/1,000 square feet.

- 2. Bark Chips/Shredded Bark

- Exposure Period: Less than one year

- Application Method: By hand or machine

- Application Rate: 6 cubic yards /1,000 square feet.

3.7 TEMPORARY EROSION CONTROL MATS

- A. Erosion control mats shall be furnished, installed, maintained, and later removed in ditches or swales, on embankment slopes, and excavation slopes at the locations shown on the Drawings in accordance with the manufacturer's recommendations.
- B. All areas shall be smooth graded and compacted. Remove all rocks, dirt clods, vegetation and other obstructions that may cause damage to the mats.
- C. Unroll mats parallel to the direction of water flow and lay flat against the ground. Overlap roll ends 1-2 feet with upslope mat on the top to prevent uplift of mat end by water flow. Overlay adjacent edges of mat by six inches. Extend mat 2-3 feet above the crest of steep slopes and anchor by excavating a 6-inch deep trench, and secure end of mat in trench, backfill and compact. Secure mat to the ground using staples or pins furnished by manufacturer of mat.
- D. When no longer required, as determined by the Engineer, temporary erosion control mats shall become the property of the Contractor and be removed and properly disposed.
- E. Ground disturbances, including holes and depressions caused by the installation and removal of the temporary erosion control blanket shall be backfilled and repaired.

3.8 INSPECTIONS AND MAINTENANCE

- A. Contractor is responsible to maintain the sediment and erosion control features at all times throughout the project duration and until the completion certification and approval has been issued.
- B. Regular erosion and sediment control system inspections shall be conducted by Contractor throughout the project duration. At a minimum, Contractor shall conduct daily inspections and maintain erosion control systems in good operating condition. Report the results of the inspection and the recommended maintenance and/or repair requirements to Engineer.

- C. Additional inspections may be required and/or directed prior to, or immediately following, a storm event >0.1 inches. Repairs shall be made as necessary.
- D. In the event that the sedimentation and erosion control measures employed by Contractor prove to be inadequate as determined by the Engineer, Contractor shall adjust operations to the extent necessary to prevent erosion and sediment transport.
- E. Surface water shall be pumped to maintain excavations free of water. Comply with applicable requirements of the Connecticut Department of Environmental Protection, specifically those requirements related to the management of stormwater and dewatering wastewaters associated with construction activities.
- F. Hay bales and/or silt fences.
 - 1. Remove accumulated sediment once it builds up to one-half of the height of the bale or fabric.
 - 2. Replace damaged or degraded bales as necessary or when directed by the Engineer.
 - 3. Replace damaged fabric, or patch with a 2-ft minimum overlap. Overlaps may only be made at fence posts.
 - 4. Make other repairs as necessary to ensure that the bales/fence is filtering all runoff.
- G. Erosion Control Mats shall be inspected at least once a week. Areas where the mat has become dislodged from the soil surface or become torn shall be re-graded and re-seeded as necessary and the mat re-installed. When repetitive failures occur at the same location review conditions and modify erosion control measures to reduce failure rate. Temporary erosion control blanket damaged during the progress of work or resulting from the Contractor's vehicles, equipment, or operations shall be repaired or replaced at the expense of the Contractor.
- H. Clean catch basin inlet sediment control devices in accordance with manufacturer's guidelines.
- I. Any catch basins that collect sediment as a result of Contractor's work shall be thoroughly cleaned out by Contractor.

END OF SECTION

SECTION 01-5719 - TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section specifies the control of environmental pollution and damage that the Contractor must consider for air, water, and land resources. It includes management of visual aesthetics, noise, solid waste, radiant energy, and radioactive materials, as well as other pollutants and resources encountered or generated by the Contractor. The Contractor is obligated to consider specified control measures with the costs included within the various contract items of work.
- B. Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which:
 - 1. Adversely effect human health or welfare,
 - 2. Unfavorably alter ecological balances of importance to human life,
 - 3. Effect other species of importance to humankind, or;
 - 4. Degrade the utility of the environment for aesthetic, cultural, and historical purposes.
- C. Definitions of Pollutants:
 - 1. Chemical Waste: Petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, organic chemicals, and inorganic wastes.
 - 2. Debris: Combustible and noncombustible wastes, such as leaves, tree trimmings, ashes, and waste materials resulting from construction or maintenance and repair work.
 - 3. Sediment: Soil and other debris that has been eroded and transported by runoff water.
 - 4. Solid Waste: Rubbish, debris, garbage, and other discarded solid materials resulting from industrial, commercial, and agricultural operations and from community activities.
 - 5. Surface Discharge: The term "Surface Discharge" implies that the water is discharged with possible sheeting action and subsequent soil erosion may occur. Waters that are surface discharged may terminate in drainage ditches, storm sewers, creeks, and/or "water of the United States" and would require a permit to discharge water from the governing agency.
 - 6. Rubbish: Combustible and noncombustible wastes such as paper, boxes, glass and crockery, metal and lumber scrap, tin cans, and bones.
 - 7. Sanitary Wastes:
 - a. Sewage: Domestic sanitary sewage and human and animal waste.
 - b. Garbage: Refuse and scraps resulting from preparation, cooking, dispensing, and consumption of food.

1.2 QUALITY CONTROL

- A. Establish and maintain quality control for the environmental protection of all items set forth herein.
- B. Record on daily reports any problems in complying with laws, regulations, and ordinances. Note any corrective action taken.

1.3 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.
- B. U.S. National Archives and Records Administration (NARA): 33 CFR 328 Definitions

1.4 SUBMITTALS

- A. In accordance with Section, 01 33 23, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES, furnish the following:
 - 1. Environmental Protection Plan: After the contract is awarded and prior to the commencement of the work, the Contractor shall meet with the Resident Engineer to discuss the proposed Environmental Protection Plan and to develop mutual understanding relative to details of environmental protection. Not more than 20 days after the meeting, the Contractor shall prepare and submit to the Resident Engineer // and the Contracting Officer // for approval, a written and/or graphic Environmental Protection Plan including, but not limited to, the following:
 - a. Name(s) of person(s) within the Contractor's organization who is (are) responsible for ensuring adherence to the Environmental Protection Plan.
 - b. Name(s) and qualifications of person(s) responsible for manifesting hazardous waste to be removed from the site.
 - c. Name(s) and qualifications of person(s) responsible for training the Contractor's environmental protection personnel.
 - d. Description of the Contractor's environmental protection personnel training program.
 - e. A list of Federal, State, and local laws, regulations, and permits concerning environmental protection, pollution control, noise control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations, and permits.
 - f. Methods for protection of features to be preserved within authorized work areas including trees, shrubs, vines, grasses, ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, and archeological and cultural resources.
 - g. Procedures to provide the environmental protection that comply with the applicable laws and regulations. Describe the procedures to correct pollution of the environment due to accident, natural causes, or failure to follow the procedures as described in the Environmental Protection Plan.
 - h. Permits, licenses, and the location of the solid waste disposal area.
 - i. Drawings showing locations of any proposed temporary excavations or embankments for haul roads, // stream crossings, // material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials. Include as part of an Erosion Control Plan approved by the District Office of the U.S. Soil Conservation Service and the Department of Veterans Affairs.
 - j. Environmental Monitoring Plans for the job site including land, water, air, and noise.
 - k. Work Area Plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas. This plan may be incorporated within the Erosion Control Plan.

- B. Approval of the Contractor's Environmental Protection Plan will not relieve the Contractor of responsibility for adequate and continued control of pollutants and other environmental protection measures.

1.5 PROTECTION OF ENVIRONMENTAL RESOURCES

- A. Protect environmental resources within the project boundaries and those affected outside the limits of permanent work during the entire period of this contract. Confine activities to areas defined by the specifications and drawings.
- B. Protection of Land Resources: Prior to construction, identify all land resources to be preserved within the work area. Do not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, top soil, and land forms without permission from the Resident Engineer. Do not fasten or attach ropes, cables, or guys to trees for anchorage unless specifically authorized, or where special emergency use is permitted.
 - 1. Work Area Limits: Prior to any construction, mark the areas that require work to be performed under this contract. Mark or fence isolated areas within the general work area that are to be saved and protected. Protect monuments, works of art, and markers before construction operations begin. Convey to all personnel the purpose of marking and protecting all necessary objects.
 - 2. Protection of Landscape: Protect trees, shrubs, vines, grasses, land forms, and other landscape features shown on the drawings to be preserved by marking, fencing, or using any other approved techniques.
 - a. Box and protect from damage existing trees and shrubs to remain on the construction site.
 - b. Immediately repair all damage to existing trees and shrubs by trimming, cleaning, and painting with antiseptic tree paint.
 - c. Do not store building materials or perform construction activities closer to existing trees or shrubs than the farthest extension of their limbs.
 - 3. Reduction of Exposure of Unprotected Erodible Soils: Plan and conduct earthwork to minimize the duration of exposure of unprotected soils. Clear areas in reasonably sized increments only as needed to use. Form earthwork to final grade as shown. Immediately protect side slopes and back slopes upon completion of rough grading.
 - 4. Temporary Protection of Disturbed Areas: Construct diversion ditches, benches, and berms to retard and divert runoff from the construction site to protected drainage areas approved under paragraph 208 of the Clean Water Act.
 - a. Sediment Basins: Trap sediment from construction areas in temporary or permanent sediment basins that accommodate the runoff of a local //____// (design year) storm. After each storm, pump the basins dry and remove the accumulated sediment. Control overflow/drainage with paved weirs or by vertical overflow pipes, draining from the surface.
 - b. Reuse or conserve the collected topsoil sediment as directed by the Resident Engineer. Topsoil use and requirements are specified in Section 31 20 00, EARTH MOVING.
 - c. Institute effluent quality monitoring programs as required by Federal, State, and local environmental agencies.
 - 5. Erosion and Sedimentation Control Devices: The erosion and sediment controls selected and maintained by the Contractor shall be such that water quality standards are not violated as a result of the Contractor's activities. Construct or install all temporary and permanent erosion and sedimentation control features // shown. // on the Environmental

- Protection Plan. // Maintain temporary erosion and sediment control measures such as berms, dikes, drains, sedimentation basins, grassing, and mulching, until permanent drainage and erosion control facilities are completed and operative.
6. Manage borrow areas on // and off // Government property to minimize erosion and to prevent sediment from entering nearby water courses or lakes.
 7. Manage and control spoil areas on // and off // Government property to limit spoil to areas // shown // on the Environmental Protection Plan // and prevent erosion of soil or sediment from entering nearby water courses or lakes.
 8. Protect adjacent areas from despoilment by temporary excavations and embankments.
 9. Handle and dispose of solid wastes in such a manner that will prevent contamination of the environment. Place solid wastes (excluding clearing debris) in containers that are emptied on a regular schedule. Transport all solid waste off Government property and dispose of waste in compliance with Federal, State, and local requirements.
 10. Store chemical waste away from the work areas in corrosion resistant containers and dispose of waste in accordance with Federal, State, and local regulations.
 11. Handle discarded materials other than those included in the solid waste category as directed by the Resident Engineer.
- C. Protection of Water Resources: Keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters and sewer systems. Implement management techniques to control water pollution by the listed construction activities that are included in this contract.
1. Washing and Curing Water: Do not allow wastewater directly derived from construction activities to enter water areas. Collect and place wastewater in retention ponds allowing the suspended material to settle, the pollutants to separate, or the water to evaporate.
 2. Control movement of materials and equipment at stream crossings during construction to prevent violation of water pollution control standards of the Federal, State, or local government.
 3. Monitor water areas affected by construction.
- D. Protection of Fish and Wildlife Resources: Keep construction activities under surveillance, management, and control to minimize interference with, disturbance of, or damage to fish and wildlife. Prior to beginning construction operations, list species that require specific attention along with measures for their protection.
- E. Protection of Air Resources: Keep construction activities under surveillance, management, and control to minimize pollution of air resources. Burning is not permitted on the job site. Keep activities, equipment, processes, and work operated or performed, in strict accordance with the State of // insert Name of State and title of State Air Pollution Statute, Rule, or Regulation // and Federal emission and performance laws and standards. Maintain ambient air quality standards set by the Environmental Protection Agency, for those construction operations and activities specified.
1. Particulates: Control dust particles, aerosols, and gaseous by-products from all construction activities, processing, and preparation of materials (such as from asphaltic batch plants) at all times, including weekends, holidays, and hours when work is not in progress.
 2. Particulates Control: Maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and all other work areas within or outside the project boundaries free from particulates which would cause a hazard or a nuisance. Sprinklering, chemical treatment of an approved type, light

- bituminous treatment, baghouse, scrubbers, electrostatic precipitators, or other methods are permitted to control particulates in the work area.
3. Hydrocarbons and Carbon Monoxide: Control monoxide emissions from equipment to Federal and State allowable limits.
 4. Odors: Control odors of construction activities and prevent obnoxious odors from occurring.
- F. Reduction of Noise: Minimize noise using every action possible. Perform noise-producing work in less sensitive hours of the day or week as directed by the Resident Engineer. Maintain noise-produced work at or below the decibel levels and within the time periods specified.
1. Perform construction activities involving repetitive, high-level impact noise only between 8:00 // //a.m. and 6:00// //p.m unless otherwise permitted by local ordinance or the Resident Engineer. Repetitive impact noise on the property shall not exceed the following dB limitations:

Time Duration of Impact Noise	Sound Level in dB
More than 12 minutes in any hour	70
Less than 30 seconds of any hour	85
Less than three minutes of any hour	80
Less than 12 minutes of any hour	75

2. Provide sound-deadening devices on equipment and take noise abatement measures that are necessary to comply with the requirements of this contract, consisting of, but not limited to, the following:
 - a. Maintain maximum permissible construction equipment noise levels at 15 m (50 feet) (dBA):

EARTHMOVING		MATERIALS HANDLING	
FRONT LOADERS	75	CONCRETE MIXERS	75
BACKHOES	75	CONCRETE PUMPS	75
DOZERS	75	CRANES	75
TRACTORS	75	DERRICKS IMPACT	75
SCAPERS	80	PILE DRIVERS	95
GRADERS	75	JACK HAMMERS	75
TRUCKS	75	ROCK DRILLS	80
PAVERS, STATIONARY	80	PNEUMATIC TOOLS	80
PUMPS	75	BLASTING	//--//
GENERATORS	75	SAWS	75
COMPRESSORS	75	VIBRATORS	75

- b. Use shields or other physical barriers to restrict noise transmission.

- c. Provide soundproof housings or enclosures for noise-producing machinery.
 - d. Use efficient silencers on equipment air intakes.
 - e. Use efficient intake and exhaust mufflers on internal combustion engines that are maintained so equipment performs below noise levels specified.
 - f. Line hoppers and storage bins with sound deadening material.
 - g. Conduct truck loading, unloading, and hauling operations so that noise is kept to a minimum.
- 3. 3. Measure sound level for noise exposure due to the construction at least once every five successive working days while work is being performed above 55 // // dB(A) noise level. Measure noise exposure at the property line or 15 m (50 feet) from the noise source, whichever is greater. Measure the sound levels on the A weighing network of a General Purpose sound level meter at slow response. To minimize the effect of reflective sound waves at buildings, take measurements at 900 to 1800 mm (three to six feet) in front of any building face. Submit the recorded information to the Resident Engineer noting any problems and the alternatives for mitigating actions.
- G. Restoration of Damaged Property: If any direct or indirect damage is done to public or private property resulting from any act, omission, neglect, or misconduct, the Contractor shall restore the damaged property to a condition equal to that existing before the damage at no additional cost to the Government. Repair, rebuild, or restore property as directed or make good such damage in an acceptable manner.
- H. Final Clean-up: On completion of project and after removal of all debris, rubbish, and temporary construction, Contractor shall leave the construction area in a clean condition satisfactory to the Resident Engineer. Cleaning shall include off the station disposal of all items and materials not required to be salvaged, as well as all debris and rubbish resulting from demolition and new work operations.

END OF SECTION 01-5719

SECTION 01-6000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Division 01 Section "Substitution Procedures" for requests for substitutions.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See Divisions 02 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.

- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
 6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures: Product selection is governed by the Contract Documents and governing regulations and not by previous Project experience. Procedures governing product selection include the following:
1. Proprietary Specification Requirements: Where Specifications name only a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 2. Semiproprietary Specification Requirements: Where Specifications name three or more products or manufacturers, provide one of the products indicated. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Where products or manufacturers are specified by name, accompanied by the term "or equal," or "or approved equal" comply with the provisions concerning "substitutions" to obtain approval for use of an unnamed product.
 3. Non-Proprietary Specifications: When the Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with provisions concerning "substitutions" to obtain approval for use of an unnamed product.
 4. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
 5. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements, and are recommended by the manufacturer for the application indicated. General overall performance of a product is implied where the product is specified for a specific application.
 - a. Manufacturer's recommendations may be contained in published product literature, or by the manufacturer's certification of performance.

6. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
7. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section "Substitution Procedures" for proposal of product.
8. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
9. Allowances: Refer to individual Specification Sections and provisions in Section 01-2100, Allowances, for allowances that control product selection, and for procedures required for processing such selections.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
 1. Evidence that the proposed product does not require revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Proposed changes are in keeping with the intent of Contract Documents.
 3. The request is timely, fully documented and properly submitted.
 4. The request is directly related to an "or equal" clause or similar language in the Contract Documents.
 5. The specified product or method of construction cannot be provided within the Contract Time.
 - a. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
 6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 7. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deduction offsetting responsibilities the Owner may be required to bear.

- a. Additional responsibilities for the Owner may include additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.
 8. The specified product or method of construction cannot be provided in a manner that is compatible with other material, and where the Contractor certifies that the substitution will overcome the incompatibility.
 9. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
 10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.
 11. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 12. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 13. Samples, if requested.
- B. The Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS:

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other work.
1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01-6000

SECTION 01-6100 – UNIVERSITY PRODUCT STANDARD

A. Asbestos Certification

Contractor shall certify that all material/equipment installed in any portion of the Work shall be asbestos free. The owner may perform sampling to verify all suspect material/equipment is asbestos free. If any material/equipment is found to contain asbestos, the Contractor shall pay for the lawful and proper removal and disposal of product(s), and re-install acceptable material/equipment all at its sole expense.

B. For purposes of this requirement, materials include, **but are not limited to** the following:

2.1 Surfacing Treatments

Fireproofing Acoustical Plaster

Finish Plasters, Skim Coats of Joint Compound, Fibrous Type Paint Applications, Sprayed-on applications

2.2 Thermal System Insulation

Equipment Insulation, Gaskets, Valve Packings,

Boiler, Breeching, Boiler Rope, Duct or Tank Insulation,

Cement or Mortar used for boilers and refractory brick.

Piping and Fitting Insulations including but not limited to Wrapped Paper, Millboard, Rope, Cork, Preformed Plaster, Job Molded Plaster and Coverings over Fibrous Glass Insulation.

2.3 Roofing and Siding Materials

Insulation Board, Vapor Barriers, Felts, Coatings & Adhesives,

Flashing, Shingles, Cementitious Board (Transite),

Galbestos, Non-Metallic or Non-Wood Roof Decking

2.4 Other Miscellaneous Materials

Cove Base, Floor Leveling Compound,

Ceiling & Floor Tiles, Vibration Isolators, Laboratory Tables and Hoods,

Mastics, Adhesives, Coatings & Caulks,

Wallboard & Joint Compounds,

Friction Products, Gaskets,

Fire Door Materials, Cementitious Products (Transite)

The Contractor certifies that all material/equipment installed in any portion of the Work shall be asbestos free:

Contractor Signature:

Date:

Print Name:

Company:

Please keep a completed copy of this document in the department's project files and mail or fax a copy to:
University of Connecticut, Department of Environmental Health and Safety, Unit 4097, 486-1106 (FAX)

END OF SECTION 01-6100

SECTION 01-7300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Coordination of Owner-installed products.
 - 6. Progress cleaning.
 - 7. Starting and adjusting.
 - 8. Protection of installed construction.
- B. Related Requirements:
 - 1. Division 01 Section "Summary" for limits on use of Project site.
 - 2. Division 01 Section "Submittal Procedures" for submitting surveys.
 - 3. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
 - 4. Division 02 Section "Selective Structure Demolition" for demolition and removal of selected portions of the building.
 - 5. Division 07 Section "Penetration Firestopping" for patching penetrations in fire-rated construction.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

- A. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- B. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:
 - 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
 - 3. Products: List products to be used for patching and firms or entities that will perform patching work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
 - a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

1.5 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
 - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 - 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety
 - 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner

that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

- C. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- D. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
 - 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with requirements in Division 01 sustainable design requirements Section.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where

indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
1. Description of the Work.
 2. List of detrimental conditions, including substrates.
 3. List of unacceptable installation tolerances.
 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to University Representative that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. And coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 2. Establish limits on use of Project site.
 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 4. Inform installers of lines and levels to which they must comply.
 5. Check the location, level and plumb, of every major element as the Work progresses.
 6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

- C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Division 01 Section "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as

practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.8 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.9 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Division 01 Section "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

3.10 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 01-7300

SECTION 01-7700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warrantee Requirements
 - 4. Submittal of Warranties.
 - 5. Revenue Services Requirements
 - 6. Final cleaning.
 - 7. Repair of the Work.
- B. Related Requirements:
 - 1. Division 01 Section "Photographic Documentation" for submitting final completion construction photographic documentation.
 - 2. Division 01 Section "Execution" for progress cleaning of Project site.
 - 3. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 4. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 5. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel
 - 6. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Divisions 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Divisions 02 through 33 Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by University Representative. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain University Representative signature for receipt of submittals.
 - 5. Submit test/adjust/balance records.
 - 6. Submit sustainable design submittals required in Division 01 sustainable design requirements Section and in individual Division 02 through 33 Sections.
 - 7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.
 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings when specified in Division 01 Section "Demonstration and Training."
 6. Advise Owner of changeover in heat and other utilities.
 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 9. Complete final cleaning requirements, including touchup painting.
 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 2. Submit an updated final Application for Payment statement, accounting for final additional charges to the Contract Sum.
 3. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 4. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

5. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for corresponding elements of the Work.
 6. Submit consent of surety to final payment.
 7. Submit a final liquidated damages settlement statement.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Upon completion of reinspection, the University Representative with advice of the Architect will prepare a Certificate of Final Acceptance, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 3. If necessary, reinspection will be repeated.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
 4. Submit list of incomplete items in the following format or format approved by Owner:
 - a. PDF electronic file. Architect will return annotated file.

1.9 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- E. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.10 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. All work shall be covered by the standard one (1) year guarantee as set forth in the General Conditions. The Contractor shall visit the project site at 11 months into the guarantee period to determine the scope of any required guarantee work. The Contractor shall contact the University Representative prior to this visit so that the University Representative may attend.
- C. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- D. Specific requirements for warranties for the Work and products and installations that are specified to be warrantee are included in the individual Sections of Divisions 2 through 33.
- E. Disclaimers and limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- F. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Address to: Executive Director of Architectural and Engineering Services, Office of Architectural and Engineering Services, University of Connecticut Box Unit-3038, Storrs, Connecticut 06269-3038
 3. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 4. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name and number, and name of Contractor.
 5. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 6. All required guarantees/warranties will be by the respective company made out to the University of Connecticut.
 7. All guarantees/warranties supplied by subcontractors or manufacturers shall be countersigned by the General Contractor.
- G. Provide additional copies of each warranty to include in operation and maintenance manuals.

1.11 REVENUE SERVICES REQUIREMENTS

- A. Upon receipt of the Certificate of Substantial Completion, the Contractor shall submit the following information required by the Connecticut Department of Revenue Services.
1. The identity and addresses of all subcontractors performing work on the project.
 2. The Connecticut tax registration numbers of the General Contractors and all subcontractors.
 3. The Federal Social Security account numbers, or Federal Employer Identification numbers, or both, if applicable, for the General Contractor and all subcontractors.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Clean catch basins affected by construction activities.
 - c. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - d. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - e. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - f. Remove snow and ice to provide safe access to building.
 - g. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - j. Remove labels that are not permanent.
 - k. Clean and polish tile and other glazed surfaces affected by construction activity.
 - l. Clean and polish finish hardware affected by construction activity.
 - m. Clean exposed surfaces of diffusers, registers, and grills affected by construction activity.
 - n. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency that were affected by construction activity.
 - o. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Division 01 Section "Temporary Facilities and Controls." Prepare written report.
- D. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.

- E. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
 - 1. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

3.3 CERTIFICATIONS

- A. The Contractor, at complete of construction, shall provide to the University a "Certificate of Substantial Compliance" bearing original signatures of an officer of the company stating: "this is to CERTIFY that, in my professional opinion, the complete structure/renovations described above is in substantial compliance with the approved construction documents on file with the University of Connecticut. Minor deviations and special stipulations are noted below (if any)"
- B. Prior to Owners' approval and acceptance, mechanical and electrical systems shall be fully operational.

PART 4 - SCHEDULES

4.1 SCHEDULE OF WARRANTIES

- A. Schedule: Provide warranties and bonds on products and installations as specified in the following Sections:

1. None

END OF SECTION 01-7700



Project: _____

To (Contractor): _____

From (A/E): _____

Site Visit Date: _____

A/E Project Number: _____

Contract For: _____

Item Number	Room Number	Location (Area)	Description	Correction/Completion Date	Verification A/E Check
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Signed by:

Copies: ☐ Owner ☐ Consultants ☐ _____

SECTION 01-7823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Product maintenance manuals.
 - 5. Systems and equipment maintenance manuals.
- B. Related Requirements:
 - 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
 - 2. Divisions 02 through 33 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

- B. Format: Submit operations and maintenance manuals in the following format:
1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.
 2. Three paper copies, separately bound. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:
1. List of documents.
 2. List of systems.
 3. List of equipment.
 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the

Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name and contact information for Contractor.
 - 6. Name and contact information for Architect.
 - 7. Name and contact information for Commissioning Authority, (if applicable).
 - 8. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 - 9. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
 - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
 - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 - 2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily

navigated file tree. Configure electronic manual to display bookmark panel on opening file.

F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
3. Gas leak.
4. Water leak.

5. Power failure.
 6. Water outage.
 7. System, subsystem, or equipment failure.
 8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.
 3. Operating instructions for conditions outside normal operating limits.
 4. Required sequences for electric or electronic systems.
 5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 2. Performance and design criteria if Contractor has delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Piped system diagrams.
 9. Precautions against improper use.
 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
1. Startup procedures.

2. Equipment or system break-in procedures.
 3. Routine and normal operating instructions.
 4. Regulation and control procedures.
 5. Instructions on stopping.
 6. Normal shutdown instructions.
 7. Seasonal and weekend operating instructions.
 8. Required sequences for electric or electronic systems.
 9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Product Information: Include the following, as applicable:
1. Product name and model number.
 2. Manufacturer's name.
 3. Color, pattern, and texture.
 4. Material and chemical composition.
 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures.
 2. Types of cleaning agents to be used and methods of cleaning.
 3. List of cleaning agents and methods of cleaning detrimental to product.
 4. Schedule for routine cleaning and maintenance.
 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 1. Do not use original project record documents as part of operation and maintenance manuals.
 2. Comply with requirements of newly prepared record Drawings in Division 01 Section "Project Record Documents."
- G. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01-7823

SECTION 01-7839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
 - 4. Miscellaneous record submittals.
- B. Related Requirements:
 - 1. Division 01 Section "Closeout Procedures" for general closeout procedures.
 - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Divisions 02 through 33 Sections for specific requirements for project record documents of the Work in those Sections.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit one (1) paper-copy set of marked-up record prints.
 - 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit one (1) paper-copy set of marked-up record prints.
 - 2) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.

- C. Record Product Data: Submit one paper copy of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit one paper copy of each submittal.
- E. Reports: Submit written report monthly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic documentation.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect and or Construction Manager.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
 5. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit Record Specifications as paper copy.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders] and record Drawings where applicable.
- B. Format: Submit record Product Data as paper copy.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as paper copy.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's and Owner Representative's reference during normal working hours.

END OF SECTION 01-7839

SECTION 01-7900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
- B. Related Requirements:
 - 1. Divisions 02 through 33 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Attendance Record: For each training module, submit list of participants and length of instruction time.

1.4 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.

- C. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
 - 1. Inspect and discuss locations and other facilities required for instruction.
 - 2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
 - 3. Review required content of instruction.
 - 4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

1.6 PRODUCTS

1.7 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 - 2. Documentation: Review the following items in detail:

- a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project record documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
7. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning

- e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
8. Repairs: Include the following:
- a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

PART 2 - EXECUTION

2.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Division 01 Section "Operations and Maintenance Data."
- B. Set up instructional equipment at instruction location.

2.2 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Owner will furnish Contractor with names and positions of participants.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner through Owners Representative with at least seven days' advance notice.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- E. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

END OF SECTION 017900

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division-1 Specification sections, apply to work of this section.

1.1 WORK INCLUDED

- A. Miscellaneous angles, plates, channels, and tubes for supports of various construction.
- B. Miscellaneous hangers, brackets and supports.

1.2 RELATED WORK

- A. Section 09 90 00: Painting and Coating

1.3 SUBMITTALS

- A. Submit shop drawings under provisions of General Conditions and Supplemental General Conditions.
- B. Prepare shop drawings of railing after taking field measurement of the built condition. Indicate on the shop drawings any deviations from the design drawings. Any deviations will require Architect's review.
- C. Prepare plans in 1/2" scale.
- D. Prepare elevations in 1-1/2" scale minimum.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Steel Sections and Plate: Commercial Quality Low Carbon Steel.
- B. Primer:
 - 1. Ferrous metals: DeVoe, Mirrolac modified epoxy #13101 or equal.
 - 2. Galvanized steel: DeVoe, Mirrolac galvanized metal primer #13201 or equal.
- C. Electrolytic Zinc coated steel minimum coating, class C, ASTM A591-83 for Steel Sheet materials.

2.2 FABRICATION

- A. Welding shall conform to the requirements of the AWS. Grind exposed welds smooth.
- B. After Work is fabricated, peen or upset bolt threads to prevent loosening.
- C. Grind rough edges smooth.
- D. Hot dip galvanize all products for exterior location including items built into exterior construction, including structural steel lintels, and ladder, after fabrication. Conform to the requirements of ASTM A386, 2.0 oz. per square foot.
- E. Prepare ferrous items for priming as follows:
 - 1. Remove obvious deposits of grease and oil first.
 - 2. Remove loose mill scale, loose black oxide, all rust, all welding flux and spatter and other contaminants by grinding and wire brushing. Do not roughen or burnish metal.
 - 3. Clean entire surface by flooding with clean mineral spirits and wiping dry with clean cloths.
- F. Prepare galvanized metals for priming as follows:
 - 1. Remove obvious deposits of grease and oil first.
 - 2. Flood with white vinegar, wet entire surface; let stand for five minutes, repeat three times.
 - 3. Remove vinegar residue with clean rags and clear water.
 - 4. Dry surfaces with clean rags.
 - 5. Clean entire surface by flooding with clean mineral spirits and wiping dry with clean cloths. Repeat once.
- G. Apply primer in thickness recommended by manufacturer. Do not over thin. Avoid runs, sags, and holidays. Brush primer into cracks and joints.
 - 1. Note that specified primer is slow drying. Allow primer to dry 72 hours before handling or shipping.

PART 3 - EXECUTION

3.1 SCHEDULE

- A. Angle Framing and channels:

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METAL FABRICATIONS

1. Miscellaneous brackets, supports, anchors, and frames for mechanical and electrical equipment.
 2. Provide miscellaneous brackets, supports, anchors, and lintels other than for mechanical and electrical equipment.
- B. Provide miscellaneous angles, plates, channels and tubes for support of construction such as Gymnasium dividing curtains, hollow metal frames and other construction shown on drawings. Welds shall be continuous. Ground weld joints smooth. Exterior application shall be hot dip galvanized after fabrication.
- C. Provide miscellaneous anchors and supports as required to complete the project.

3.2 INSTALLATION

- A. Install items firmly attached to supporting construction as detailed on drawings.
- B. If primer becomes damaged, prepare and prime damaged spots as specified above under FABRICATION.
- C. Secure and design railings to provide a minimum resistance of 50lbs. per lf uniform loading in any direction and 200lbs. concentrated in any direction per 1607.7 IBC 2003 with Connecticut supplements and as required in ASCE 7-95, Minimum Design Loads for Buildings and Other Structures, Section 4.4 "Loads on handrails, Guardrails Systems, Grab Bar Systems, and Vehicle Barrier Systems.

3.3 PROTECTION

- A. Protect all completed work from damage.

END OF SECTION

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division-1 Specification sections, apply to work of this section.

1.1 WORK INCLUDED

- A. Surface preparation.
- B. Painting.
- C. Surface finish schedule.

1.2 RELATED WORK

- A. Section 05 50 00: Metal Fabrications

1.3 REFERENCES

- A. ANSI/ASTM D16 - Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.
- B. ASTM D2016 - Test Method for Moisture Content of Wood.

1.4 DEFINITIONS

- A. Conform to ANSI/ASTM D16 for interpretation of terms used in this Section.

1.5 QUALITY ASSURANCE

- A. Product Manufacturer: Company specializing in manufacturing quality paint and finish products with five years experience.
- B. Applicator: Company specializing in commercial painting and finishing with five years documented experience.

1.6 REGULATORY REQUIREMENTS

- A. Conform to code for flame/fuel/smoke rating requirements for finishes.

1.7 SUBMITTALS

- A. Submit according to provisions of General Conditions and Section 01 33 00.
- B. Submit product data.
- C. Provide product data on all finishing products.
- D. Submit manufacturer's application instructions.

- E. Submit color charts for color selection.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site under provisions of General Conditions and Section 01 33 00.
- B. Store and protect products under provisions of General Conditions and Section 01 60 00.
- C. Deliver products to site in sealed and labeled containers; inspect to verify acceptance.
- D. Container labeling to include manufacturer's name, type of paint, brand name, brand code, coverage, surface preparation, drying time, cleanup, color designation, and instructions for mixing and reducing.
- E. Store paint materials at minimum ambient temperature of 45 degrees Fahrenheit and a maximum of 90 degrees Fahrenheit, in well ventilated area, unless required otherwise by manufacturer's instructions.
- F. Take precautionary measures to prevent fire hazards and spontaneous combustion.

1.9 ENVIRONMENTAL REQUIREMENTS

- A. Provide continuous ventilation and heating facilities to maintain surface and ambient temperature above 45 degrees Fahrenheit for 24 hours before, during, and 48 hours after application of finishes, unless required otherwise by manufacturer's instructions.
- B. Do not apply exterior coatings during rain or snow, or when relative humidity is above 50 percent, unless required otherwise by manufacturer's instructions.
- C. Minimum Application Temperatures for Latex Paints: 45 degrees Fahrenheit for interiors; 50 degrees Fahrenheit for exterior; unless required otherwise by manufacturer's instructions.
- D. Minimum Application Temperature for Varnish Finishes: 65 degrees Fahrenheit for interior or exterior, unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80-ft candles measured mid-height at substrate surface.
- F. Protection:
 - 1. Cover or otherwise protect finish work of other trades and surfaces not being painted concurrently or not to be painted.

1.10 EXTRA STOCK

- A. Provide a one gallon container of each color of each type finish paint to Contracting Officer. Do not provide extra stock of primers.

- B. Label each container with color and room locations, in addition to the manufacturer's label.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURER

- A. Except as otherwise specified, materials shall be the products of the following manufacturer:
 - 1. Benjamin Moore Co.
 - 2. Sherwin Williams
 - 3. Pittsburg Paints
- B. Materials selected for coating systems for each type surface shall be the products of a single manufacturer.

2.2 MATERIALS

- A. Products specified are as manufactured by Benjamin Moore, unless otherwise indicated.
- B. Coating: Ready mixed, except field-catalyzed coatings. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating.
- C. Coatings: Good flow and brushing properties; capable of drying or curing free of streaks and sags.
- D. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.

2.3 FINISHES

- A. Refer to end of Section for surface finish schedule.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Beginning of installation means acceptance of substrate.

3.2 PREPARATION

- A. Remove electrical plates, hardware, light fixture trim, and fittings prior to preparing surfaces or finishing.
- B. Correct minor defects and clean surfaces which affect work of this Section.
- C. Shellac and seal marks which may bleed through surface finishes.
- D. Impervious Surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- E. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- F. Uncoated Steel and Iron Surfaces: Remove grease, scale, dirt, and rust. Where heavy coatings of scale are evident, remove by wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Spot prime paint after repairs.
- G. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Prime metal items including shop primed items.
- H. Metal Doors Scheduled for Painting: Seal top and bottom edges with primer.
- I. Set and fill all nail holes. Sand to achieve a smooth surface.

3.3 PROTECTION

- A. Protect elements surrounding the work of this Section from damage or disfiguration.
- B. Repair damage to other surfaces caused by work of this Section.
- C. Furnish drop cloths, shields, and protective methods to prevent spray or droppings from disfiguring other surfaces.
- D. Remove empty paint containers from site.

3.4 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry.
- C. Apply each coat to uniform finish.

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SECTION 09 90 00
PAINTING AND COATING

- D. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.
- E. Sand lightly between coats to achieve required finish.
- F. Allow applied coat to dry before next coat is applied.
- G. Where clear finishes are required, tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.

3.6 CLEANING

- A. As work proceeds, promptly remove paint where spilled-splashed or spattered.
- B. During progress of work maintain premises free of unnecessary accumulation of tools, equipment, surplus materials, and debris.
- C. Collect cotton waste, clothes, and material, which may constitute a fire hazard, place in closed metal containers and remove daily from site.

3.7 **PAINT SCHEDULE (Benjamin Moore Paint)**

- A. **Exterior Galvanized Metal:** Including but not limited to structural steel, angles, plates, hollow metal frames and miscellaneous steel. Where rust has formed apply one coat of Benjamin Moore M82 Rust Converter prior to the primer application.

Primer: (1-coat): Benjamin Moore M07 Universal Primer. Delete where items are shop primed.

Finish: (2-coats) Benjamin Moore 133 Impervo Alkyd High Gloss Enamel.

- B. **Exterior Ferrous Metals:** Including but not limited to structural steel, angles, plates, hollow metal frames and miscellaneous steel. Where rust has formed apply one coat of Benjamin Moore M82 Rust Converter prior to the primer application.

Primer: (1-coat) Benjamin Moore M06 Alkyd Metal Primer. Delete where items are shop primed.

Finish: (2-coats) Benjamin Moore 133 Impervo Alkyd High Gloss Enamel.

3.8 **COLORS**

- A. Architect will select colors from manufacturers full range.
- B. Up to four new colors for finished surfaces will be selected.

END OF SECTION

SECTION 31 2310 - EARTHWORK

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Preparation and grading subgrades for slabs-on-grade, walks, pavements, and landscaping.
 - 2. Excavating and backfilling for structures.
 - 3. Excavation and backfilling for underground utilities and associated appurtenances.
 - 4. Excavation, backfill and compaction for the demolition/removal of subsurface utilities and improvements.
 - 5. Earth retention systems.
- B. Contractor shall coordinate work between all Subcontractors, sections, and trades required for the proper completion of the work.
- C. Contractor is responsible for all health and safety.

1.2 GENERAL

- A. Contractor is advised that lines and grades, as shown on the Drawings, are subject to change. Although it is intended to adhere to what is shown on Drawings, Engineer reserves the right to make changes in lines and grades of utilities or other subsurface construction when such changes may be necessary or advantageous.
- B. In open trenching on public roadways, Contractor shall be governed by the conditions, restrictions and regulations made by the local or state authority as applicable. All such regulations shall be in addition to those set down in the Specifications.

1.3 EXCAVATION CLASSIFICATIONS

- A. Excavation - Excavation shall be unclassified and no consideration will be given to the nature of the materials, except Rock. Excavation shall comprise and include the satisfactory removal and disposal of all materials encountered regardless of the nature of the materials and shall be understood to include but not limited to earth, fill, foundations, pavements, curbs, piping, , cobblestones, footings, bricks, concrete, previously abandoned drainage structures and utility structures and debris.
- B. Rock Excavation - Rock Excavation shall be defined for payment purposes as the excavation of Rock as defined herein.

1.4 REFERENCES

- A. Reference herein to any technical society, organization, group or regulation are made in accordance with the following abbreviations and, unless otherwise noted or specified, all work under this Section shall conform to the latest edition as applicable.
- B. State of Connecticut Department of Transportation (ConnDOT)

1. Standard Specifications for Roads, Bridges and Incidental Construction, Form 816, 2004 and any supplements.
- C. Code of Federal Regulations (CFR)
 1. 29 CFR 1926, Safety and Health Regulations for Construction
- D. American Concrete Institute (ACI)
 1. ACI 229R-99 - Controlled Low-Strength Materials (CLSM).
- E. American Society for Testing and Materials (ASTM)
 1. ASTM D422 - Standard Test Method for Particle-Size Analysis of Soils.
 2. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 3. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³(2,700 kN-m/m³)).
 4. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
 5. AASTM D2922 - Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 6. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
 7. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

1.5 DEFINITIONS

- A. Backfill: Soil material or flowable concrete used to fill an excavation.
- B. Bedding Course: Layer placed over the excavated sub-grade in a trench before laying pipe.
- C. Benching: A method of limiting cave-in potential by excavating the sides of an excavation to form one or a series of horizontal levels or steps, usually with vertical or near-vertical surfaces between levels.
- D. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Clearing: Clearing shall consist in the felling, cutting up, and satisfactory disposal of trees and other vegetation designated for removal in accordance with these specifications.
- F. Drainage Course: Layer supporting basement grade used to minimize capillary flow of pore water.
- G. Earth Retention Systems: Any structural system, such as sheeting and bracing or cofferdams, designed to retain in-situ soils in place and prevent the collapse of the sides of an excavation in order to protect employees and adjacent structures.
- H. Excavation: Any man-made cut, cavity, trench, or depression in an earth surface, formed by earth removal.

1. Additional Excavation: Excavation below subgrade elevations as directed by Architect. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
 2. Bulk Excavation: Excavations more than 10 feet in width and pits more than 30 feet in either length or width.
 3. Unauthorized Excavation: Excavation below sub-grade elevations or beyond indicated dimension without direction by Architect. Unauthorized excavation, as well as remedial Work directed by Architect, shall be without additional compensation.
- I. Fill: Soil materials used to raise existing grades.
- J. Finished Grade: The proposed final elevations shown on the Drawings or called for in the Specifications.
- K. Geotechnical Testing Agency: An independent testing agency, employed by the Owner and qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.
- L. Grubbing: Grubbing shall consist of the removal of roots 1 ½ inch and larger, organic matter and debris, and stumps having a diameter of three inches or larger, to a depth of at least 18 inches below the surface and or subgrade; which ever is lower, and the disposal thereof.
- M. Protective System: A method of protecting employees from cave-ins, from material that could fall or roll from an excavation face or into an excavation, or from the collapse of adjacent structures. Protective systems include earth retention systems, sloping and benching systems, shield systems, and other systems that provide the necessary protection.
- N. Rock: Consolidated natural material that when tested by an independent geotechnical testing agency according to ASTM D1586, exceeds a standard penetration resistance of 100 blows per two inches. All boulders containing a volume of more than one-half cubic yard which cannot be removed without systematic drilling or hoe ramming will be classified as Rock.
- O. Licensed Professional Engineer: A person who is licensed as a professional engineer in the state where the work is to be performed. However, a professional engineer, registered in any state is deemed to be a "registered professional engineer" within the meaning of this standard when approving designs for "manufactured protective systems" or "tabulated data" to be used in interstate commerce.
- P. Select Fill: Any earth material defined in this Section that is not Common Fill/Ordinary Borrow.
- Q. Shield System: A structure that is designed to withstand the forces imposed on it by a cave-in and thereby protects employees within the structure. Shields can be permanent structures or can be designed to be portable and moved along as work progresses. Additionally, shields can be either pre-manufactured or job-built in accordance with 29 CFR 1926.652(c)(3) or (c)(4). Shields used in trenches are usually referred to as "trench boxes" or "trench shields."

- R. Sloping: A method of protecting employees from cave-ins by excavating to form sides of an excavation that are inclined away from the excavation so as to prevent cave-ins. The angle of incline required to prevent a cave-in varies with differences in such factors as the soil type, environmental conditions of exposure, and application of surcharge loads.
- S. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- T. Sub-grade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below drainage fill.
- U. Surplus Material: Excavated acceptable material that cannot be utilized elsewhere on the site as backfill or embankment fill, or as otherwise directed by the Engineer.
- V. Temporary Dewatering System: A system to lower and control water to maintain stable, undisturbed subgrades at the lowest excavation levels. Dewatering shall be provided for all pipelines, structures and for all other miscellaneous excavations.
- W. Trench: A narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet.
- X. Unacceptable Material: Soil material that contains organic silt, peat, vegetation, wood or roots, stones or rock fragments over six (6) inches in diameter or exceeding 40 percent by weight of the backfill material, porous biodegradable matter, loose or soft fill, construction debris, or refuse, or material which cannot be compacted to the specified or indicated density.

1.6 SAFETY

- A. Contractor shall conduct all excavation activities in conformance with applicable regulations, including those relating to warning signs, excavation safety, sheeting, shoring, and stabilization.
- B. Contractor shall provide and maintain barricades, signs, lights, etc., required for the protection of personnel, materials and property. Temporary barricades, etc. shall conform all applicable codes and regulations, and shall be lighted at night with lanterns, flares and reflectorized paint as required for safety. Adapt barricades, signs, lights, etc. to evolving site conditions throughout the progress of the work.
- C. Provide other safety devices as required, including adaptation of such safety devices to changing site conditions, to prevent unauthorized entry to construction areas and open excavations. Provide warning signs and other temporary construction safety devices necessary for proper completion of the work in compliance with applicable safety regulations.
- D. Contractor shall properly design and furnish all labor, materials, equipment, and tools necessary to completely construct the excavation support system, permanent or temporary, including sheet piling, trench shields, trench boxes, timber trench shoring, pneumatic/hydraulic shoring, steel sheeting or sheeting using other materials, sloping and

benching. All of the proper materials and all equipment necessary to protect employees in excavations against cave-ins shall be furnished and installed.

- E. Any time an excavation is to remain open, at a minimum, provide full enclosure with safety barriers and fencing, warning signs, and additional safety control measures as appropriate.

1.7 SUBMITTALS

- A. Site Characterization of Off-Site Borrow Sources: The following information shall be submitted to Engineer for review at least two weeks prior to use of an off-site borrow source:
 - 1. Location and name of the borrow source site.
 - 2. Owner and contact information for the borrow source site.
 - 3. Present and past usage of the source site and materials.
 - 4. Any previously existing report(s) associated with an assessment of the source site as relates to the presence of oils, hazardous materials, or other organic and non-organic constituents which may be considered contaminants.
 - 5. Location within the site from which the material will be obtained.
 - 6. Physical Analysis: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated. Prepare separate reports for each type and application of borrow material.
 - a. Classification: ASTM D 2487.
 - b. Gradation Analysis (Sieve Analysis): ASTM D 422
 - c. Moisture and Density Relationship Curve (Modified Proctor Analysis): ASTM D 1557.
 - d. Classification and laboratory compaction curve for on-site soil material, in accordance with the above requirements, when requested by the Engineer.
 - 7. Chemical Analysis
 - a. Obtain one composite sample for every 500 cu. yds. of soil/material with at least three samples for each soil/material type from each borrow source location. Analyze each for pesticides (EPA Method 8081), Chlorinated Herbicides (EPA Method 8151), Polyaromatic Hydrocarbons (EPA Method 8270), Total Petroleum Hydrocarbons (CTETPH method), Total RCRA 8 Metals (EPA Method 6010 / 7421 / 7470), Volatile Organic Compounds (EPA Method 8260), and Polychlorinated Biphenyls (EPA Method 8082). Based on the results of this testing, additional Synthetic Precipitation Leaching Procedure (SPLP) or Toxicity Characteristic Leaching Procedure (TCLP) testing may be required at the discretion of the Engineer. The Owner reserves the right to reject material based on the results of this testing.

- 1) Satisfactory soil/material shall not exceed laboratory detection limits for concentrations of Pesticides, Chlorinated Herbicides, Polyaromatic Hydrocarbons, Total Petroleum Hydrocarbons, Volatile Organic Compounds, and Polychlorinated Biphenyls.
 - 2) Satisfactory soil/material shall not exceed naturally occurring background levels for concentrations of RCRA-8 Metals in native soils on site.
 - 3) In no case shall soil/material exceed any GA pollutant mobility criteria (GA PMC) or residential direct exposure criteria (RES DEC) established in Sections 22a-133k-1 through 22a-133k-3 of the regulations of Connecticut State Agencies.
 8. Soil/Material Origin: Provide a description for each originating off-site location or project from which imported soil/material is obtained, including known historical activities occurring on the site, and any possible releases that have occurred. The following are not acceptable :
 - a. Soils/materials originating from sites subject to any Federal or State remediation program.
 - b. Soils/materials that have undergone any treatment process for one or more chemical constituents listed within the Connecticut Remediation Standard Regulations (CT RSRs).
 9. Chemical Testing Data: For each type/classification and source of earth material proposed, submit a letter signed by an authorized representative of Contractor stating that such proposed earth material is free of oils, hazardous materials, or other organic and non-organic constituents which may be considered contaminants.
- B. Samples
1. 50-pound sample of each type of off-site bedding, fill, aggregates, and backfill that are proposed for use at the Project Site in an air-tight container for the testing laboratory, a minimum of one week prior to delivery of such material to the site. Use of these proposed materials by Contractor prior to testing and approval or rejection shall be at Contractor's risk.
- C. Product Data
1. Plastic warning tape.
 2. Separation fabric, filter fabric, geogrids, or similar geotextiles.

1.8 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods required for proper performance of the work in this Section. Use equipment of adequate size, capacity and quantity to accomplish the work of this Section in a timely manner.
- B. Codes and Standards: Perform the work of this Section in accordance with all applicable codes, standards, and the requirements of authorities having jurisdiction.

- C. Engineer reserves the right to perform all in-field testing specified in this Section and reserves the right to determine the suitability of all materials to be used for fills and reject any fill not meeting the specifications.
- D. Field Density testing and subgrade observation shall be performed by the designated entity
- E. Weather Limitations:
 - 1. Material excavated when frozen or when air temperature is less than 32 degrees Fahrenheit (32 F) shall not be used as fill or backfill until material completely thaws.
 - 2. Material excavated during inclement weather shall not be used as fill or backfill until after material drains and dries sufficiently for proper compaction.

1.9 TESTING

- A. Testing by Owner: The Owner will retain a testing entity (testing representative) to perform field observation and testing of the work under this Section. The testing entity's presence does not constitute supervision or direction of Contractor's work. Neither the presence of the testing entity nor any observations and testing performed by him, nor any notice or failure to give notice shall excuse Contractor from conformance with these Specifications or from defects discovered in his work.
- B. Testing by Contractor:
 - 1. Gradation analysis for each type of borrow and on-site fill materials by ASTM D422.
 - 2. Soil classification (ASTM D2487) and Moisture-Dry Density Curve (Proctor Test-Modified) by ASTM D1557 for all proposed fill and backfill materials.
 - 3. Frequency: Perform tests from each proposed material source, at a rate of one test for every 1,000 cubic yards of soil type.
 - 4. Chemical Testing: Prior to delivery of any earth material to the Project Site, conduct chemical testing to demonstrate that such material is free of oils, hazardous materials, or other organic and non-organic constituents which may be considered contaminants. Refer to "Chemical Analysis" under Article 1.7 herein.

1.10 SEPARATION OF SURFACE MATERIALS

- A. When excavations are to be made in paved surfaces, the pavement shall be removed so as to provide a clean uniform edge with a minimum disturbance of remaining pavement. Saw cutting the pavement to provide a clean, uniform edge shall normally be required, unless otherwise approved in the Contract.
- B. If pavement is removed in large pieces, it shall not be mixed with other excavated material, but shall be disposed of away from the site of the Work before the remainder of the excavation is made.
- C. The attention of the Contractor is directed to the specifications for replacing pavement.

1.11 EXCAVATED MATERIAL

A. Placement

1. Excavated material shall be so placed as not to interfere with travel or movement on existing streets, driveways, sidewalks or other areas designated to remain undisturbed. Excavated material shall not be deposited on private property without the written consent of the property owner(s) and approval of Engineer.
 2. No excavated material shall be stored on top of installed pipe or other construction. Contractor shall consider surcharge loads when stockpiling excavated material adjacent to trenches, and take any measure required to prevent cave-in, including but not limited to, trench support systems and/or stockpiling excavated material remote from trench.
- B. No excavated materials shall be removed from the Project Site or disposed of by Contractor, except as approved by Engineer.
- C. Suitable excavated material may be used for Common Fill or Backfill on other parts of the Work, if specifically approved by Engineer.
- D. Material excavated from private property shall belong to the property Owner, or his representative, and shall be disposed of by the Contractor, as required by said Owner or his representative. If the Contractor fails to promptly remove such surplus material, Engineer may have the same done and charge the cost thereof as money paid to the Contractor.
- E. Contractor shall be responsible for the proper disposal of all unsuitable excavated materials. Owner's testing representative will determine what is suitable or unsuitable material where questions arise.

1.12 SHEETING, SHORING AND BRACING

- A. Provide earth retention systems as required by federal, state and local regulations. Shoring and bracing of trenches and other excavations shall be in accordance with the latest OSHA Standards and Interpretations, and to all other applicable codes, rules and regulations of federal, state and local authorities.

1.13 DRAINAGE

- A. At all times during construction, Contractor shall temporarily provide, place and maintain ample means and devices with which to remove promptly, and dispose of properly, all water entering trenches and other excavations, or water that may flow along or across the site of the Work, and keep said excavations dry until the structures, pipes, and appurtenances to be built therein have been completed to such extent that they will not be damaged. At the conclusion of the work, Contractor shall remove such temporary means and devices.
- B. All groundwater which may be found in the trenches and foundation excavations, and any water which may get into them from any cause whatsoever, shall be pumped or bailed out, so that the trench shall be dry during pipe laying and backfilling and during the placement of concrete.

- C. All water pumped or drained from the Work shall be managed in accordance with applicable specification sections and discharge permits, without undue interference with other work or damage to pavements, other surfaces, or property.

1.14 UTILITIES

- A. Prior to commencing earthwork operations, comply with utility mark-out requirements of the Call-Before-You-Dig System (1-800-922-4455).
 - 1. Confirm the location of all subsurface utilities marked through the Call-Before-You-Dig System.
 - 2. Not all subsurface facilities or structures will be identified through the Call-Before-You-Dig System. Confirm the location of other subsurface facilities or structures prior to commencing earthwork operations. Field-mark utilities as required.

1.15 COORDINATION

- A. Prior to commencing earthwork operations, meet with representatives of governing authorities, Engineer, testing entity, and other pertinent entities.
 - 1. Review earthwork procedures and responsibilities including Contractor's schedule of operations, scheduling observation and testing procedures and requirements.
 - 2. Notify participants at least three (3) working days prior to convening conference. Record discussions and agreements and furnish copies to each participant.
 - 3. Contractor shall at all times so conduct his work as to insure the least possible inconvenience to the general public and the residents in the vicinity of the work. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by Contractor to ensure the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed except as approved by Engineer.
- B. Benchmark/Monument Protection: Protect and maintain benchmarks, monuments or other established reference points and property corners. If disturbed or destroyed, replace at no cost to Owner.
- C. Provide five (5) days advance notice to Engineer and testing entity for any proposed earthwork operation requiring observation and/or testing.

PART 2 PRODUCTS

2.1 SOIL MATERIALS

- A. Satisfactory materials shall not contain shale, clay, ash, slag, friable material, organic or vegetative materials, topsoil, wood, trash, broken concrete, masonry rubble, trash, refuse, or frozen materials.
- B. Unsatisfactory Soils: Soil materials not meeting the requirements for Satisfactory Soils.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within two (2) percent of optimum moisture content at time of compaction.

2.2 COMMON FILL/ORDINARY BORROW

- A. Earth materials classified by ASTM D 2487 as GW, GP, GM, GP-GM, GW-GM, GP-GC, SW, SP, and SM that are free of clay.
- B. Common Fill material is subject to the approval of Engineer and may be either material removed from excavations or borrow from off site. It shall have physical properties such that it can be readily spread and after it has been placed and properly compacted, it will form a dense, stable fill.
- C. Common Fill shall be graded as follows:

Gradation of Common Fill

Sieve	Percent Passing by Weight
6"	100
3.5 "	50-100
3/4"	50-80
No. 4	25-55
No. 200	0-20

- 1. Common Fill shall not be used at locations where use of a Select Fill is indicated.

2.3 BANK RUN GRAVEL

- A. Granular material, well graded from fine to coarse, obtained from approved natural deposits and unprocessed, except for the removal of unacceptable material and stones larger than the maximum size permitted.

B. Bank Run Gravel shall be graded as follows:

1. Gradation of Bank Run Gravel (ConnDOT Grading "C")

Sieve	Percent Passing by Weight
1 1/2"	100
3/4"	45-80
1/4"	25-60
No. 10	15-45
No. 40	5-25
No. 100	0-10
No. 200	0-5

2.4 GRANULAR FILL

A. Broken or crushed stone, gravel, or a mixture thereof.

B. Broken or crushed stone

1. The product resulting from the artificial crushing of rocks, boulders or large cobblestones, substantially all faces of which have resulted from the crushing operation. Broken or crushed stone shall consist of sound, tough, durable stone, reasonably free from soft, thin, elongated, laminated, friable, micaceous or disintegrated pieces.

C. Bank or crushed gravel

1. Sound, tough, durable particles of crushed or uncrushed gravel, free from soft, thin, elongated or laminated pieces and vegetable or other deleterious substances. Crushed gravel shall be the manufactured product resulting from the deliberate mechanical crushing of gravel with at least 50% of the gravel retained on the No. 4 sieve having at least one fractured face.

D. Granular Fill shall be graded as follows:

1. Gradation of Granular Fill (ConnDOT Grading "A")

Sieve	Percent Passing by Weight
3 1/2"	100
1 1/2"	55-100
1/4"	25-60
No. 10	15-45
No. 40	5-25
No. 100	0-10
No. 200	0-5

2.5 SCREENED GRAVEL AND CRUSHED STONE

- A. Screened gravel, well graded in size from 3/8 inch to 3/4 inch. The gravel shall consist of clean, hard, and durable particles or fragments. Crushed rock of suitable size and grading may be used instead of screened gravel.

- B. Screened Gravel shall be graded as follows:

1. Gradation of Screened Gravel (ConnDOT Gradation No. 6)

Sieve	Percent Passing by Weight
1"	100
3/4"	90-100
1/2"	20-55
3/8"	0-15
No. 4	0-5

2.6 SUBBASE

- A. Bank or Crushed Gravel

1. Sound, tough, durable particles of crushed or uncrushed gravel, free from soft, thin, elongated or laminated pieces. It shall be hard and durable enough to resist weathering, traffic abrasion and crushing.
2. Bank or crushed gravel for subbase shall be graded as follows:
3. Gradation of Bank or Crushed Gravel Subbase (ConnDOT Gradation "B")

Sieve	Percent Passing by Weight
5"	100
3 1/2"	90-100
1 1/2"	55-95
1/4"	25-60
No. 10	15-45
No. 40	5-25
No. 100	0-10
No. 200	0-5

- B. Crusher-Run Stone

1. Sound, tough, durable broken stone. It shall be reasonably free from soft, thin, elongated, laminated, friable, micaceous or disintegrated pieces.
2. Loss on Abrasion: The crusher-run stone shall show a loss on abrasion of not more than fifty percent using AASHTO Method T 96.
3. Crusher-run stone shall for subbase shall be graded as follows:
4. Gradation of Crusher Run Stone Subbase (ConnDOT Gradation "A")

Sieve	Percent Passing by Weight
3 1/2"	100
1 1/2"	55-100
1/4"	25-60
No. 10	15-45
No. 40	5-25
No. 100	0-10
No. 200	0-5

2.7 PROCESSED AGGREGATE BASE

- A. Coarse aggregates and fine aggregates shall be combined and mixed by approved methods so that the resulting material shall conform to the following gradation:

1. Gradation of Processed Aggregate Base

Sieve	Percent Passing by Weight
2 1/2"	100
2"	95-100
3/4"	50-75
1/4"	25-45
No. 40	5-20
No. 100	2-12

- B. Coarse Aggregate: Either gravel, broken stone or a combination thereof. When tested by means of the Los Angeles Machine, using AASHTO Method T 96, the coarse aggregate shall not have a loss of more than 50%.

1. If gravel is used for the coarse aggregate, it shall consist of sound, tough, durable particles of crushed or uncrushed gravel or a mixture thereof, free from soft, thin, elongated or laminated pieces, lumps of clay, loam and vegetable or other deleterious substances.
2. If broken stone is used for the coarse aggregate, it shall consist of sound, tough, durable fragments of rock of uniform quality throughout. It shall be free from soft disintegrated pieces, mud, dirt, organic or other injurious material.
3. Soundness for Gravel and Broken Stone: When tested by magnesium sulfate solution for soundness using AASHTO Method T 104, the coarse aggregate shall show a loss of not more than 15% at the end of 5 cycles.

- C. Fine Aggregate: Natural sand, stone sand, screenings or any combination thereof. The fine aggregate shall be limited to material 95% of which passes a No. 4 (4.75-mm) sieve having square openings and not more than 8% of which passes a No. 200 (75-μm) sieve. The material shall be free from clay, loam and deleterious materials.

1. Plasticity: When natural sand is used, the fine aggregate shall conform to the following:
 - a. When the fraction of the dry sample passing the No. 100 mesh sieve is 4% or less by weight (mass), no plastic limit test will be made.
 - b. When the fraction of the dry sample passing the No. 100 mesh sieve is greater than 4% and not greater than 8% by weight (mass), that fraction shall not have sufficient plasticity to permit the performing of the plastic limit test using AASHTO Method T 90.
 - c. When the fraction of the dry sample passing the No. 100 mesh sieve is greater than 8% by weight (mass), the sample will be washed; and the additional material passing the No. 100 mesh sieve shall be determined by AASHTO Method T 146, except that the No. 100 mesh sieve will be substituted for the No. 40 mesh sieve where the latter is specified in AASHTO Method T 146. The combined materials that passed the No. 100 mesh sieve shall not have sufficient plasticity to permit the performing of the plastic limit test using AASHTO Method T 90.
2. Plasticity: When screenings or any combination of screenings and natural sand or any combination of stone sand and natural sand are used, the following requirements shall apply:
 - a. When the fraction of the dry sample passing the No. 100 mesh sieve is 6% or less by weight (mass), no plastic limit test will be made.
 - b. When the fraction of the dry sample passing the No. 100 mesh sieve is greater than 6% and not greater than 10% by mass, that fraction shall not have sufficient plasticity to permit the performing of the plastic limit test, using AASHTO Method T 90.
 - c. When the fraction of the dry sample passing the No. 100 mesh sieve is greater than 10% by weight (mass), the sample shall be washed; and additional material passing the No. 100 mesh sieve shall be determined by AASHTO Method T 146, except that the No. 100 mesh sieve shall be substituted for the No. 40 mesh sieve where the latter is specified in AASHTO Method T 146. The combined materials that have passed the No. 100 mesh sieve shall not have sufficient plasticity to permit the performing of the plastic limit test using AASHTO Method T 90.

2.8 BEDDING

A. Slabs on grade

1. Granular Fill unless otherwise indicated.

B. Utilities

1. Unless otherwise indicated for a specific utility, bedding shall consist of screened gravel, maximum size 3/4 inches and minimum size 3/8 inches.
2. Flexible Pipe: Unless otherwise indicated, ASTM D2321, bedding, haunching, and initial backfill material shall be placed in six-inch lifts and be Class IA, IB, or II embedment material unless otherwise approved by Engineer.
3. When clay, wet, soft or silty soil conditions prevail, 3/4-inch crushed stone shall be used for bedding of pipe.

2.9 SAND

- A. Sand shall consist of clean, hard, durable, uncoated particles of quartz or other rock. It shall not contain more than 3% of material finer than a #200 sieve.
- B. Organic Impurities: Fine aggregate subjected to the colorimetric test shall not produce a color darker than Gardner Color Standard No. 11, using AASHTO T 21. If the fine aggregate fails to meet this requirement, the provisions of AASHTO M 6, Section 5.2, will govern.
- C. Sand shall be uniformly graded as follows:

Gradation of Sand

Sieve	Percent Passing by Weight
3/8"	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	10-30
No. 100	2-10

- D. The above gradation represents the extreme limits which shall determine suitability for use from all sources of supply. The gradation from any one source shall be reasonably uniform and not subject to the extreme percentages of gradation specified above. For the purpose of determining the degree of uniformity, a fineness modulus determination will be made upon representative samples from any source. Fine aggregate from any one source having a variation in fineness modulus greater than 0.20 either way from the fineness modulus of the representative sample will be rejected.

2.10 FLOWABLE CONCRETE FILL/BACKFILL (FLOWFILL)

- A. Cementitious material, ACI 229R, comprised of cement, aggregates, fly ash, water, and admixtures, capable of being poured or pumped, self-leveling, self curing to specified strengths.

- B. Excavatable flowfill: Concrete strength shall be liquid enough to flow, be self-leveling and excavatable by hand methods. Unless otherwise specified, excavatable flowfill shall have a minimum 28 day compressive strength of 30 psi, and shall not exceed 100 psi.
- C. Non-excavatable flowable: Concrete strength shall be liquid enough to flow and be self-leveling and excavatable by machine equipment. Unless otherwise specified, non-excavatable flowfill shall have a minimum 28-day compressive strength of 125 psi, and shall not exceed 200 psi.

2.11 DETECTABLE WARNING TAPE

- A. Acid and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6 inches wide and 4 mils thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
 - 1. Red: Electric power lines, electric power conduits and other electric power facilities.
 - 2. Yellow: Gas, oil petroleum products, steam, compressed air, compressed gas and all other hazardous materials.
 - 3. Blue: Water.
 - 4. Orange: Communication lines or cables, including but not limited to telephone, fire signals, cable television, and electronic controls.
 - 5. Green: Storm drainage and sanitary sewer systems, including force mains and other non-hazardous materials.
 - 6. Brown: Chilled Water and Other.

PART 3 EXECUTION

3.1 PREPARATION

- A. Notify "Call-Before-You-Dig" to request a utility mark-out for the Project Site prior to any earth disturbance. Provide written confirmation to Engineer that such mark-out has been completed..
- B. Take precautions for preventing injuries to persons or damage to property in or about the work. Protect structures, utilities, sidewalks, pavements and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.
- C. Protect sub-grades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- D. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.2 CLEARING AND GRUBBING

- A. Clear, grub, remove, and dispose of all vegetation and debris within the limits of construction, as designated on the plans or as required by Engineer. Contractor shall remove only those trees and shrubs absolutely necessary to allow for the construction. The work shall also include the preservation from injury or defacement of all vegetation or object designated to remain. Refer to Section 31 1100 – Clearing and Grubbing.

3.3 DEWATERING

- A. Comply with all applicable permit requirements.
- B. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrade and from flooding Project site and surrounding area.
- C. Protect sub-grades from softening, undermining, washout and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
 - 2. Install de-watering system to keep subgrades dry and convey ground water away from excavations.

3.4 EXCAVATION

- A. Dust Control: During the progress of the Work, Contractor shall conduct his operations and maintain the area of his activities in order to minimize the creation and dispersion of dust. Refer to Section 01 5714- Temporary Dust Control.
- B. Make excavations in such manner, and to such widths, as will give suitable room for building the structures or laying and joining pipe, but complying with the trench limits shown on the drawings; shall furnish and place all sheeting, bracing, and supports; and shall render the bottom of the excavation firm and dry, and in all respects, acceptable.
- C. Excavate to the exact elevations shown on the plans, or as directed by Engineer. If Contractor excavates below the elevations specified on the plans, he shall bring the excavation back to the proper elevation (except as hereinafter noted) by backfilling with Granular Fill and tamping to provide a compact base in accordance with the provisions specified herein.
 - 1. Any increase in cost resulting from backfilling, or increasing the size of the footings or foundations, because of over-excavation in depth, unless the over-excavation is at the direction of Engineer, shall be at Contractor's expense. Excavation and replacement with structural fill of any disturbed or softened materials below the bottom of footing, resulting from inadequate preparation, dewatering, or protection of the bearing surface, shall be at Contractor's expense.
- D. If utilities are to be laid in new embankments, or other new fill areas which are more than 12 inches deep below the invert of the pipe, the fill material shall be placed and properly compacted to final grade or to a height of at least 3 feet above the top elevation of the pipe,

whichever is the lesser, before laying pipe. Particular care shall be taken to ensure maximum consolidation of material under the pipe location. The pipe trench shall then be excavated as though in undisturbed material.

3.5 TRENCH EXCAVATION

- A. In general, trenches shall be excavated to such depth as will provide a cover depth as indicated on the drawings from finished grade to the top of the pipe barrel. Deeper trenches shall be provided where necessary on account of the conformation of the ground and to permit the alignment of the pipe without undue deflection of joints.
- B. Trenches shall be excavated by hand or machinery to the width and depth indicated on the Drawings and specified herein. Depth shall account for thickness of the pipe and thickness of bedding. All loose materials shall be removed from the bottom of the trench so that the bottom of the trench will be in an undisturbed condition.
- C. If in the opinion of Engineer, the material at or below the depth to which excavation for structures and pipes would normally be carried is unsuitable for foundation, it shall be removed to such widths and depths as directed and replaced with suitable material.
- D. Trench widths shall be 3 feet greater than the nominal inside diameter of pipe for such diameters of 36 inches or less. For diameters greater than 36 inches, the width shall be 4 feet greater than nominal inside diameter. Trench excavation for manholes, catch basins, drop inlets, etc. shall be two (2) feet outside the neat lines of the foundations. These limits may be adjusted for field conditions at the direction of Engineer.
- E. Bedding for pipe and utility structures will be as detailed on the Drawings.

3.6 TUNNELING

- A. In general, excavation shall be made in open cut from the surface and Contractor shall not be allowed to do any tunneling without obtaining permission from Engineer, and then only according to methods approved by him, and at no additional cost to the Owner. This permission will only be given where a line is to be laid to a point behind the curb, across a paved street, or where, in the opinion of the Engineer, it is necessary to tunnel short sections on account of proximity of adjacent walls, utilities, structures, to avoid important roots of trees or large masses of roots, or to ensure against root damage endangering the life of trees near the pipeline location. Such excavations then can be made in alternate sections of open cut and tunnel, the length of the tunnel sections to be specified by Engineer. These tunnel sections shall be cut underneath to a wedge with its edge horizontally across the pipe, and backfilled tightly by ramming and tamping from each end.

3.7 APPROVAL OF SUBGRADE

- A. Notify University testing entity when excavations have reached required sub-grade.
- B. If University testing entity determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Reconstruct sub-grades damaged by freezing temperatures, frost, rain, accumulated water or construction activities, as directed by Engineer.

3.8 PROTECTION OF EXISTING FEATURES

A. General

1. All existing pipes, poles, wires, fences, curbing, property-line markers, and other structures which, in the opinion of Engineer, must be preserved in place without being temporarily or permanently relocated, shall be carefully supported and protected from damage by Contractor.
2. As excavation approaches underground structures, digging by machinery shall be discontinued and the excavation shall be done by means of hand tools.

B. Pavements: On paved surfaces to remain, do not use or operate tractors, bulldozers, or other power-operated equipment, the treads or wheels of which are so shaped as to cut or otherwise damage such surfaces. All surfaces, which have been damaged by Contractor's operations, shall be restored to a condition at least equal to that in which they were found immediately prior to the beginning of operations. Suitable materials and methods shall be used for such restoration.

C. Utilities

1. Existing utilities remaining in service, including those remaining in service until after relocation, and relocated utilities shall be protected from damage. Before excavating near any existing utilities, notify the utility owner, coordinate protective work and comply with the utility owners' requirements.
2. Safeguard and protect from damage or movement any existing services, utilities and utility structures uncovered or encountered which are to remain in service.
3. All utility services shall be supported by suitable means so that the services shall not fail when tamping and settling occurs.
4. Where known utilities are encountered, notify Engineer and document location and type of utility before proceeding with work in such area.
5. When uncharted or incorrectly charted piping or utilities are encountered during excavation, stop work and notify Engineer immediately. Cooperate with the utility owners in maintaining their utilities in operation prior to resuming work.

D. Retaining Structures: Provide bracing, shoring, sheeting, sheet piling, underpinning or other retaining structures necessary to guard against any movement or settlement of existing or new construction, utility systems, paving, or other improvements. Assume responsibility for the strength and adequacy of retaining structures, and for the safety and support of construction, utilities or paving, and for any movement, settlement or damage thereto. Retain the services of a licensed engineer as required to design bracing, shoring, sheeting, sheet piling, underpinning or other retaining structures.

E. Replacement and Relocation

1. In case of damage, Contractor shall notify the appropriate party so that proper steps may be taken to repair any and all damage done. When the Owner does not wish to make the repairs themselves, all damage shall be repaired by Contractor, or, if not promptly done by him, Engineer may have the repairs made at the expense of Contractor.
2. If certain existing structures are encountered that in the opinion of Engineer require temporary or permanent relocation or removal, Engineer may order in writing that Contractor undertake all or part of such work or to assist the Owner in performing such work. For such occurrences, Contractor shall be compensated as applicable, as extra work.
 - a. In removing existing structures, Contractor shall use care to avoid damage to the material, and Engineer shall include for payment only those new materials, which, in his judgment, are necessary to replace those unavoidably damaged.
3. The structures to which the provisions of the preceding two paragraphs shall apply include structures which (1) are not indicated on the drawings or otherwise provided for, (2) encroach upon or are encountered near and substantially parallel to the edge of the excavation, and (3) in the opinion of Engineer will impede progress to such an extent that satisfactory construction cannot proceed until they have been changed in location, removed (to be later restored), or replaced. (See Item 3.19, "Sub-Surface Obstructions" also).

3.9 FILL AND BACKFILL

- A. Fill: Contractor shall remove loam and topsoil, loose vegetable matter, stumps, large roots, etc., from areas upon which embankments will be built or material will be placed for final grading. The subgrade shall be shaped as indicated on the drawings and shall be so prepared by forking, furrowing, or plowing that the first layer of the new material placed thereon, will be well bonded to it.
- B. Backfill: Common Fill material may be used as backfill when authorized by Engineer, if Contractor can achieve required minimum dry density after compaction. Backfilling shall be done as promptly as is consistent with non-injury to the pipe or structures, but no backfilling shall be done before Engineer gives permission. Where the trench is in a paved area, or an area to be paved, backfill shall be bank-run gravel as shown on the drawings.
- C. Frozen material shall not be placed in fill, nor shall fill be placed upon frozen material. Previously frozen material shall be removed, or shall be otherwise treated as required, before new fill is placed.
- D. After the subgrade has been prepared, fill material shall be placed thereon and built up in successive layers not exceeding twelve (12) inches until it has reached the required elevation.
 1. When gravel fill or other material is used for foundation of structures, it shall be spread in layers of uniform thickness not exceeding six (6) inches before compaction.

Each spread layer shall be thoroughly compacted by means of suitable power-driven tampers or other power-driven equipment.

- E. Each layer of material shall be compacted by the use of approved rollers, or other approved means, so as to secure a dense, stable, and thoroughly compacted mass. At such points as cannot be reached by mobile mechanical equipment, or where such equipment is not permitted, the materials shall be thoroughly compacted by the use of suitable power-driven tampers.
- F. Previously placed or new materials shall be moistened by sprinkling, if required, to ensure proper bond and compaction. No compacting shall be done when the material is too wet, from either rain or application of water, to compact it properly. At such times the work shall be suspended until the previously placed and new materials have dried out sufficiently to permit proper compaction, or such other precautions shall be taken as may be necessary to obtain proper compaction.
- G. Compaction Density: Compaction density shall be expressed as a percentage of maximum dry density at optimum moisture content according to ASTM D 1557 Method C. Density indicated is minimum required.
 - 1. Under structures, building slabs, and steps: 95 %
 - 2. At building foundations: 95 %
 - 3. Utilities, below pipe centerline: 95%
 - 4. Utilities below unpaved surface, above pipe centerline: 92%
 - 5. Utilities below paved surface, above pipe centerline: 95%
 - 6. Embankments: 92%
 - 7. Landscaped areas: 90 %.
- H. Upon completion of filling and backfilling, the streets or property shall be cleaned, surplus material removed and the surfaces restored to the condition in which it was before ground was broken. All materials left over in public roadways shall become the property of the Contractor. If the Contractor fails to promptly remove such surplus material, Engineer may have the same done, and charge the cost thereof as money paid to the Contractor.

3.10 BACKFILLING UTILITIES AROUND STRUCTURES

- A. No backfill shall be deposited against concrete until the concrete has obtained sufficient strength to withstand the earth pressure placed upon it and in no case less than seven days, nor before carrying out and satisfactorily completing the tests for watertight structures specified elsewhere. Compaction of backfill against concrete structures shall not be carried out by motorized equipment closer to the structure than the depth of the structure below grade.

3.11 BACKFILLING UTILITIES

- A. As soon as practical after utility has been placed into bedding and joints properly made, backfilling shall begin, and shall continue without delay.
- B. Placement of bedding over pipe prior to placement of backfill shall be as indicated on the Drawings. Hand-place bedding at the sides of the pipe and to the limits indicated on the Drawings over the pipe. Bedding placed over pipe shall be in 6-inch layers, leveled along the length and width of the trench and thoroughly compacted with approved tampers.
- C. Install warning tape twelve (12) inches to twenty-four (24) inches above the utility unless otherwise specified by the utility owner/operator.

3.12 BACKFILL AT BUILDINGS

- A. Prior to placing compacted granular fill, subgrade shall be compacted with at least four passes of a minimum 10-ton dynamic force vibratory roller. Soft or loose material evident during compaction shall be removed and replaced with granular fill.
- B. Backfill as soon as permanent work has been completed and footings, piers, foundation walls, etc., have attained sufficient set and strength.
 - 1. Remove shoring and bracing prior to backfilling.
 - 2. Place backfill in maximum uniform layers of 9"; in confined areas use 6" lifts. Do not allow levels of fill against concrete walls to differ by more than two feet on either side of walls unless walls are adequately braced or all floor framing is in place, up to and including grade level slabs.
- C. Bring backfill to sub-grade elevations. Slope backfill at exterior of building to drain water away from building.

3.13 SUBSURFACE OBSTRUCTIONS-UTILITIES

- A. All pipes, conduits, etc. whose centerline lies at an angle of 20 degrees or greater to the centerline of the utility being installed shall be considered as crossing obstructions and shall be protected, or repaired or replaced if damaged, or relocated, all at no additional cost to the Owner.
- B. Comply with the crossing requirements indicated in applicable specification sections and as shown on the Drawings.

END OF SECTION

SECTION 32 1216 – ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. The State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 816, 2004, and latest Supplemental specifications (ConnDOT Form 816) apply to this work, with the exception of provisions for measurements and payments.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Hot-mix asphalt paving.
 - 2. Asphalt edge restraints at asphalt walkway.
- B. Related Sections include the following:
 - 1. Division 31 Section "Earthwork" for aggregate subbase and base courses and for aggregate pavement shoulders.

1.3 DEFINITIONS

- A. Hot-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.
- B. ConnDOT: Connecticut Department of Transportation.

1.4 SYSTEM DESCRIPTION

- A. Provide hot-mix asphalt paving according to materials, workmanship, and other applicable requirements of standard specifications of State of Connecticut Department of Transportation (ConnDOT).

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
- B. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.
- C. Job-Mix Designs: For each job mix proposed for the Work.

- D. Shop Drawings: Indicate pavement markings, lane separations, and defined parking spaces. Indicate, with international graphics symbol, spaces dedicated to people with disabilities.
- E. Samples: For each paving fabric, 12 by 12 inches(300 by 300 mm) minimum.
- F. Qualification Data: For manufacturer.
- G. Material Test Reports: For each paving material.
- H. Material Certificates: For each paving material, signed by manufacturers.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer.
 - 1. Manufacturer shall be a paving-mix manufacturer registered with and approved by and registered with ConnDOT.
- B. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated, as documented according to ASTM E 548.
- C. Asphalt-Paving Publication: Comply with AI MS-22, "Construction of Hot Mix Asphalt Pavements," unless more stringent requirements are indicated.
- D. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Coordination."
- E. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following:
 - 1. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
 - 2. Review condition of subgrade and preparatory work.
 - 3. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.
 - 4. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.
- B. Store pavement-marking materials in a clean, dry, protected location within temperature range required by manufacturer. Protect stored materials from direct sunlight.

1.8 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp or if the following conditions are not met:
 - 1. Prime and Tack Coats: Minimum surface temperature of 60 deg F(15.5 deg C).
 - 2. Slurry Coat: Comply with weather limitations of ASTM D 3910.
 - 3. Asphalt Base Course: Minimum surface temperature of 40 deg F(4 deg C) and rising at time of placement.
 - 4. Asphalt Surface Course: Minimum surface temperature of 60 deg F(15.5 deg C) at time of placement.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Base Coarse: Comply with Section "Earthwork" for pavement base material.
- C. Subbase Course: Comply with Section "Earthwork" for pavement subbase material.
- D. Mineral Filler: Comply with section M.04.01.1a of ConnDOT 816.
- E. Reclaimed Asphalt Pavement: Comply with Section M.02.01.3 for use as subbase material under bituminous concrete pavement.

2.2 ASPHALT MATERIALS

- A. Asphalt Cement: AASHTO M226.
- B. Prime Coat: Asphalt emulsion prime complying with ConnDOT requirements.
- C. Tack Coat: AASHTO M 140, emulsified asphalt, cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.
- D. Water: Potable.

2.3 AUXILIARY MATERIALS

- A. Herbicide: Commercial chemical for weed control, registered by the EPA. Provide in granular, liquid, or wettable powder form.
- B. Sand: ASTM D 1073 or AASHTO M 29, Grade Nos. 2 or 3.
- C. Joint Sealant: Comply with section M.04.02 of ConnDOT 816.

2.4 EDGE RESTRAINTS

- A. Asphalt Edge Restraints: Manufacturer's standard L-shaped, 3 inch height by 3 inch length (76-mm by 76-mm-) extruded-aluminum edging with sliding connector to connect adjacent sections. Each section anchored to aggregate base with spiral steel spikes.
 - 1. Finish: Black electrostatically-applied baked-on paint.
 - 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Brickstop Corporation.
 - b. Curv-Rite, Inc.
 - c. Permaloc Corporation, AsphaltEdge.
 - d. Sure-loc Edging Corporation.

2.5 MIXES

- A. Hot-Mix Asphalt:
 - 1. Base Course: Class 1: Complying with Section M.04.01 of ConnDOT Form 816.
 - 2. Surface Course: Class 2: Complying with Section M.04.01 of ConnDOT Form 816.
 - 3. Subbase Course: Class 4: Complying with Section M.04.01 of ConnDOT Form 816.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to support paving and imposed loads.
- B. Proof-roll subbase using heavy, pneumatic-tired rollers to locate areas that are unstable or that require further compaction.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.

3.2 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
 - 1. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.
- B. Edge Restraint: Install edge restraint according to manufacturer's recommendations. Install edging on a firm clean base material
 - 1. Install edging with provided stakes at recommended spacing as indicated in drawings. Once edging has been installed landscape architect shall inspect for approval.

- C. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
 - 1. Mix herbicide with prime coat if formulated by manufacturer for that purpose.
- D. Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.15 to 0.50 gal./sq. yd.(0.7 to 2.3 L/sq. m). Apply enough material to penetrate and seal but not flood surface. Allow prime coat to cure for 72 hours minimum.
 - 1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
 - 2. Protect primed substrate from damage until ready to receive paving.
- E. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.(0.2 to 0.7 L/sq. m).
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.3 HOT-MIX ASPHALT PLACING

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
 - 1. Place hot-mix asphalt subbase and base course in number of lifts and thicknesses indicated.
 - 2. Place hot-mix asphalt surface course in single lift.
 - 3. Spread mix at minimum temperature of 250 deg F (121 deg C).
 - 4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes, unless otherwise indicated.
 - 5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet (3 m) wide unless infill edge strips of a lesser width are required.
 - 1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete a section of asphalt base course before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.4 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions with same texture and smoothness as other sections of hot-mix asphalt course.
 - 1. Clean contact surfaces and apply tack coat to joints.
 - 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches (150 mm).
 - 3. Offset transverse joints, in successive courses, a minimum of 24 inches (600 mm).
 - 4. Construct transverse joints as described in AI MS-22, "Construction of Hot Mix Asphalt Pavements."
 - 5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
 - 6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.5 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or vibratory-plate compactors in areas inaccessible to rollers.
 - 1. Complete compaction before mix temperature cools to 185 deg F(85 deg C).
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 - 1. Average Density: 96 percent of reference laboratory density according to AASHTO T 245, but not less than 94 percent nor greater than 100 percent.
 - 2. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent nor greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.6 INSTALLATION TOLERANCES

- A. Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Base Course: Plus or minus 1/2 inch(13 mm).
 - 2. Surface Course: Plus 1/4 inch(6 mm), no minus.
- B. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot(3-m) straightedge applied transversely or longitudinally to paved areas:
 - 1. Base Course: 1/4 inch (6 mm)
 - 2. Surface Course: 1/8 inch (3 mm).
 - 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch (6 mm).

3.7 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and to prepare test reports.
 - 1. Testing agency will conduct and interpret tests and state in each report whether tested Work complies with or deviates from specified requirements.
- B. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- C. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- D. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- E. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to ConnDOT 816.
- F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.8 DISPOSAL

- A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 1. Do not allow excavated materials to accumulate on-site.

END OF SECTION 32 1216

SECTION 32 91 13 PLANTING SOILS

PART 1- GENERAL

1.1 SUMMARY

1. Preparation and placement of Planting Bed Medium.
2. Preparation and placement of Lawn Root Zone Medium

1.2 REFERENCES

A. Comply with applicable requirements of:

1. State of Connecticut Department of Transportation (ConnDOT) Standard Specifications for Roads, Bridges and Incidental Construction, Latest addition
2. American Association of Nurserymen, American Standards for Nursery Stock, (ANSI Z60.1), latest edition, published by the American Association of Nurserymen, 1250 I Street, N.W., Suite 500 Washington, D.C. 20005.
3. ASTM: American Society of Testing Materials.
4. ANSI: American National Standards Institute.
5. AOAC: Association of Official Agricultural Chemists.
6. USDA: United States Department of Agriculture.

1.3 SUBMITTALS

A. Submittals: in accordance with Section 01-1300 – Submittal Procedures

B. Product Data: provide most recent printed information from manufacturer.

1. Organic Amendment Materials: identify the material(s) from of which is it composed and identify the location where material was composted.
2. Fertilizers
2. Ground Limestone
3. Superphosphate

C. Samples: Submit 1 gallon planting soil samples in two phases. Submit samples concurrent with horticultural soil test reports in both phases. Submit as phase one, planting soil base components for approval. Only after approval of phase one components, submit as phase two, soil blend mixes / mediums for approval.

1. Phase One Submittals of Planting Soil Base Components:

- a. Base Topsoil
- b. Organic Amendment Materials
- c. Sand for Root Zone Medium

2. Phase Two Submittals of Planting Mediums and surface material: mixing and batching of mediums to be prepared in the same manner as bulk soils will be prepared prior to delivery to site.

- a. Planting Bed Medium
- b. Lawn Root Zone Medium

- D. Horticultural Soil Test Reports: Submit reports in two phases. Submit reports concurrent with samples in both phases. Submit as phase one, reports for planting soil base components above for approval. Only after approval of phase one components, submit as phase two, reports for soil blend mixes /mediums for approval

Submit reports for each of the above samples: Submit sample from each proposed source for testing and approval. Deliver samples to both the testing laboratory and the project soil scientist and pay costs. Send report directly to Owner's Representative.

1. Testing for Base Topsoil, Planting Bed Medium, and Lawn Root Zone Medium
 - a. Inform testing agency soil test is for both tree and shrub planting and lawn applications.
 - b. Mechanical and chemical analysis shall be conducted by a public extension service agency or a certified private testing laboratory in accordance with the current "standards" of the Association of Official Agriculture Chemists.
 - c. Tests shall be by combined hydrometer and wet sieving in compliance with ASTM D422 after destruction of organic matter by ignition.
 - d. Test for agricultural suitability analysis including:
 1. particle size and characteristics
 2. soil pH by water pH and buffer (smp) pH tests.
 3. percentage organic content
 4. nitrate nitrogen
 5. ammonium nitrogen
 6. phosphorus
 7. potassium
 8. calcium
 9. aluminum
 10. magnesium
 11. manganese
 12. Micronutrients
 13. Toxins including but not limited to lead, cadmium, arsenic and mercury.
 - e. Test results: test data and recommendations for soil amendments including but not limited to: nitrogen, phosphorus, potassium and limestone.
2. Testing for Organic Amendment Materials
 - a. Tests shall be by combined hydrometer and wet sieving in compliance with ASTM D422 after destruction of organic matter by ignition.
 - b. Test for agricultural suitability analysis as defined in Article 2.02 – Organic Amendment Materials (Compost).
3. Testing for Sand
 - a. Tests shall be by combined hydrometer and wet sieving in compliance with ASTM D422 after destruction of organic matter by ignition.
 - b. Test for agricultural suitability analysis including:

1. particle size and characteristics

1.4 QUALITY ASSURANCE

- A. Soils Testing Laboratory: to be approved by Owner's Representative. Lab shall have ability to make tests and provide soil recommendations.
- B. Qualifications: contractor shall have minimum five years experience in soil preparation work.
- C. Regulatory Requirements
 - 1. Comply with laws, regulations, and quarantines for agricultural and horticultural products.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Packing and Shipping: deliver materials in unopened containers bearing manufacturer's name and guaranteed statement of analysis. Transport materials without damage. Protect finishes from abrasion, dirt, oils, grease, and chemicals. Pack materials to protect from weather.
- B. Acceptance at Site: verify in writing that delivered materials conform to specifications and approved submittals.
- C. Storage and Protection:
 - 1. Materials shall be uniform in composition, dry and free flowing. Store materials in dry place, on pallets, off the ground; protect from sun. Store materials in a manner which does not diminish their usability and effectiveness.
 - 2. Protect materials from theft, damage, weather, dirt, oils, grease, and construction.

1.6 PROJECT/SITE CONDITIONS

- A. Environmental Requirements: do not deliver or handle soils when dry, wet, or frozen.
 - 1. Field Test
 - a. Form soil in palm of hand, if soil retains shape and crumbles upon touching, the soil may be worked.
 - b. If the soil will not retain shape it is too dry and should not be worked.
 - c. If the soil retains shape and will not crumble, it is too wet and should not be worked.

PART 2 - MATERIALS

2.1 BASE TOPSOIL

- A. Base Topsoil shall be existing topsoil stripped and stockpiled at the site or shall be imported. Stripped topsoil shall be sampled and tested for grains size distribution and organic content according to tests as specified. Test results shall be reported to the Owner who may make minor adjustments to specified approximate mixing ratios and mix requirements for each mix

type. Stripped topsoil which has been contaminated by incorporation of subsoil shall not be acceptable for use and shall be replaced with imported topsoil meeting specification requirements at no cost to be owner.

- B. Base Topsoil as required for the work shall be free of subsoil, large stones, earth clods, sticks, stumps, clay lumps, roots or other objectionable, extraneous matter or debris. Base Loam shall also be free of quack-grass rhizomes, *Agropyron repens*, and the nut-like tubers of nutgrass, *Cyperus esculentus*, and all other primary noxious weeds. Base Loam shall not be delivered or used for planting while in a frozen or muddy condition. Base Loam for mixing shall conform to the following grain size distribution for material passing the #10 sieve:

U.S. Sieve Size Number	Percent Passing	
	Minimum	Maximum
10	---	100
18	85	100
35	70	95
60	50	85
140	36	72
270	32	60
0.002mm	3	20

- C. Maximum size shall be one inch largest dimension. The maximum retained on the #10 sieve shall be 20% by weight of the total sample.
- D. The organic content shall be between 4.0 and 8.0 percent.

2.2 ORGANIC AMENDMENT MATERIAL (COMPOST)

- A. Organic Material (Compost) as Amendment For Soil Mixes:

1. Organic Matter (Compost) for amending planting medium: stable, humus-like material produced from the aerobic decomposition of Leaf or Yard Waste Compost which shall be composted for a minimum of two years (24 months), unless otherwise approved by the Owner' Representative. Compost shall be free of debris such as plastics, metal, concrete or other debris and stones larger than 3/8", larger branches and roots and wood chips over 3/8" in length or diameter. Compost shall be a dark brown to black color and be capable of supporting plant growth with appropriate management practices in conjunction with addition of fertilizer and other amendments as applicable, with no visible free water or dust, with no unpleasant odor, and meeting the following criteria as reported by laboratory tests.
 - a. Compost shall meet all requirements of Section 9.44 and M.13.06 of the ConnDOT standards and additionally:
 - b. The ratio of carbon to nitrogen shall be in the range of 12:1 to 25:1.
 - c. Stability shall be assessed by the Solvita procedure. Protocols are specified by the Solvita manual (version 4.0). The compost must achieve a maturity index of 6 or more as measured by the Solvita scale. Stability tests shall be conducted by Woods End Research Laboratory, Mt. Vernon, Maine, Soil

Control laboratory of California, or approved equal.

- d. Organic Content: at least 20 percent (dry weight). One hundred percent of the material shall pass a 3/8-inch (or smaller) screen. Debris such as metal, glass, plastic, wood (other than residual chips), asphalt or masonry shall not be visible and shall not exceed one percent dry weight. Organic content shall be determined by weight loss on ignition or H₂O₂ for particles passing a Number 10 sieve according to procedures performed by the West Experiment Station at the University of Massachusetts, Amherst or equal. For loss by ignition, a 50-cc sub-sample of the screened and mixed compost is ground to pass the number 60 sieve. Two to three grams (± 0.001 g) of ground sample, dried to a constant weight at 105 degrees C is placed into a muffle furnace. The temperature is slowly raised (5C/minute) to 450C and maintained for three hours. The sample is removed to an oven to equilibrate at 105C and the weight is taken. Organic matter is calculated as loss on ignition.
- e. pH: between 6.5 to 7.2 as determined from a 1:1 soil-distilled water suspension using a glass electrode pH meter American Society of Agronomy *Methods of Soil Analysis*, Part 2, 1986.
- f. Salinity: Electrical conductivity of a one to five soil to water ratio extract shall not exceed 2.0 mmhos/cm (dS/m).
- h. Nutrient content: determined by the University of Massachusetts Soil Testing Laboratory or equivalent laboratory and utilized to evaluate soil required amendments for the mixed soils. Chemical analysis shall be undertaken for Nitrate Nitrogen, Ammonium Nitrogen, Phosphorus, Potassium, Calcium, Aluminum, Magnesium, Chromium, Iron, Manganese, Lead, Soluble Salts, Cation Exchange Capacity, soil reaction (pH), buffer pH, and micronutrients.

2.3 SAND FOR ROOT ZONE MEDIUM

- A. Sand: for mixing with topsoil to meet specification requirements shall be uniformly graded coarse sand consisting of clean, inert, rounded grains of quartz or other durable rock and free from loam or clay, surface coatings, mica, other deleterious materials with the following gradation.

U.S. Sieve Size Number	Percent Passing	
	Minimum	Maximum
10	100	-
18	65	90
35	35	60
60	12	24
140	3	8
270	0	3
0.002mm	0	0.5

- B. Maximum size shall be one inch largest dimension. The maximum retained on the #10 sieve shall be 20% by weight of the total sample.
- C. The ratio of the particle size for 70% passing (D70) to the particle size for 20% passing (D20) shall be 3.5 or less. (D70/D20 <3.5)

2.4 PLANTING BED MEDIUM

- A. On-site or Imported Topsoil meeting the requirements specified above shall be combined with imported medium to coarse uniformly-graded Sand and Compost in an approximate mix ratio of one part by volume imported sand to one part by volume topsoil to one part by volume compost, each as specified above, to create a uniform blend which meets the following requirements. (1S:1L:1C) Note that the mix ratio required to meet gradation and organic content may vary depending on the specific characteristics of base components.
- B. Gradation for Material Passing the Number 10 Sieve:

U.S. Sieve Size Number	% Passing by Weight	
	Minimum	Maximum
10	100	-
18	70	90
35	50	74
60	38	56
140	28	42
270	24	34
0.002mm	3	8

- Maximum size shall be one inch largest dimension. The maximum retained on the #10 sieve shall be 20% by weight of the total sample.
- Ratio of the particle size for 80% passing (D80) to the particle size for 30% passing (D30) shall be 6.5 or less. ($D80/D30 < 7.5$)
- Saturated hydraulic conductivity of the mix: not less than 2 inches per hour according to ASTM D5856-95 (2000) when compacted to a minimum of 86% Standard Proctor, ASTM 698.
- Organic content: between 4.5 and 7.0 percent by weight.

2.5 LAWN ROOT ZONE MEDIUM

- A. On-site Topsoil meeting the requirements specified above shall be combined with imported medium to coarse uniformly-graded Sand and Compost in an approximate mix ratio of two parts by volume imported sand to one part by volume topsoil to one part by volume compost, each as specified above, to create a uniform blend which meets the following requirements. (2S:1L:1C)
- B. Gradation for Material Passing the Number 10 Sieve:

U.S. Sieve Size Number	% Passing by Weight	
	Minimum	Maximum
10	100	
18	70	90
35	48	72
60	34	48
140	24	34
270	16	24
0.002mm	3	6

1. Maximum size shall be one inch largest dimension. The maximum retained on the #10 sieve shall be 20% by weight of the total sample.
2. Ratio of the particle size for 80% passing (D80) to the particle size for 30% passing (D30) shall be 5.5 or less. (D80/D30 <6.5)
3. Saturated hydraulic conductivity of the mix: not less than 3 inches per hour according to ASTM D5856-95 (2000) when compacted to a minimum of 88% Standard Proctor, ASTM 698.

2.6 PRE-PLANT FERTILIZER

- A. Complete, fertilizer made from all-natural ingredients complying with State and Federal fertilizer laws. Fertilizer shall contain the following available plant food by weight, unless soils test indicate a need for different composition:

	Nitrogen	Phosphorus	Potash
Deciduous Trees and Shrubs	2%	3%	3%
Evergreen Trees and Shrubs	2%	3%	3%

- B. Fertilizer: Pro Start 2-3-3 manufactured by North Country Organics, Bradford, Vermont 05033, ph# 802.222.4277.
- B. Fertilizer to be delivered in original unopened standard size bags showing weigh, analysis ingredients and manufacturer's name.

2.7 FILTER FABRIC

- A. Synthetic geotextile fabric: one of the following:
1. Mirafi 140N manufactured by Mirafi Construction Products, Pendergrass, Georgia 30567.
 2. Propex #4545 manufactured by Propex Fabrics, Inc., Austell, Georgia 30168
 3. Greenstreak Sheet Drain Filter Fabric manufactured by Greenstreak, Inc., St. Louis, Missouri 63122

2.8 SOIL AMENDMENTS

- A. Follow horticultural soil test report recommendations for soil additives for landscape soils.
- B. Superphosphate: finely ground phosphate rock, commonly used for agricultural purposes and shall contain not less than 20 percent available phosphoric acid.
- C. Ground Limestone: dolomitic limestone and contain not less than 50 percent of total carbonates and 25 percent total magnesium with a neutralizing value of at least 100 percent. Material shall be ground to such fineness that 40 percent will pass 100 mesh U.S. standard sieve and 98 percent will pass through 20 mesh U.S. standard sieve.

2.9 EQUIPMENT

- A. Chisel Plow or disk harrow or bucket of backhoe: for subsoil cultivation.
- B. Rotovator or disk harrow: for planting mixture/soil cultivation.

2.10 WATER

- A. Water: furnished by Contractor, unless otherwise specified, and suitable for irrigation and free from ingredients harmful to plant life. Hose and other watering equipment furnished by Contractor.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions: in the event field conditions are not as shown on Drawings and outlined in the Specifications, notify Owner's Representative in writing.
 - 1. Spot and Invert Elevations: verify field elevations of site improvements such as drainage and utility fixtures, pavements, existing plantings, and subsurface piping conform to drawings.
 - 2. Rough grade: verify specified elevations and prior earthwork operations have shaped, trimmed, and finished rough grade.

3.2 PREPARATION

- A. Protection:
 - 1. Contractor required to contact Call Before You Dig (CBYD) prior to doing excavation on site. If work is to be done around underground utilities, appropriate authority of utility must be notified of impending work. Hand excavate areas adjacent to utilities. Contractor shall be responsible for damages done by himself or his personnel to existing utilities, which shall be repaired or paid for by Contractor.
 - 2. Prior to installation field locate and protect from damage site improvements such as drainage and utility fixtures, pavements, and existing plantings.
 - 3. Dust Control: upon acceptance of finish grade provide dust control.
 - 4. Erosion Control: upon acceptance of finish grade provide erosion control.
 - 5. Agricultural Chemicals: protect site improvements from contact with agricultural chemicals, soil amendments, and fertilizers.

3.3 PREPARATION OF PLANTING MEDIUM FOR PLANTING BEDS

- A. Correct deficiencies in soil as directed by soil test results. Thoroughly incorporate amendments into planting mixture to ensure even distribution.
- B. Incorporate pre plant fertilizer at a rate of 30 pounds per cubic yard of planting bed rootzone mix. Amendment rate will be 6 times square foot application rate per cubic yard of planting mixture.

3.4 PREPARATION OF PLANTING MEDIUM FOR LAWN ROOT ZONE

- A. Correct deficiencies in soil as directed by horticultural soil test results. Thoroughly incorporate amendments into planting mixture to ensure even distribution.
- B. Incorporate pre planting fertilizer into top two inches of lawn area planting medium at a rate of 20 pounds per 1000 square feet following placement and grading.

3.5 PLACEMENT OF PLANTING BED MEDIUM

- A. After subgrade levels have been reached and immediately prior to placing Planting Bed Medium, the entire subgrade area shall be loosened to a minimum depth of two feet utilizing the bucket of a backhoe or equivalent equipment. After loosening, the bottom of the entire planting bed area shall be compressed with the bucket of the backhoe.
- B. Planting Bed Medium shall then be spread in lifts not greater than twelve inches and compacted to a density between 82 and 85 percent Standard Proctor Maximum Dry Density. The surface area of each lift, including the subgrade after it has been compressed by a backhoe, shall be scarified by raking prior to placing the next lift.
- C. Place and spread planting medium to a depth greater than required such that after settlement, finished grade conforming to the lines, grades and elevations shown on the Drawings. Ensure proper drainage in an uninterrupted pattern free of hollows and pockets.
- D. Remove stiff clods, lumps, brush, roots, stumps, litter and other foreign material and stones over one inch in diameter and dispose of legally off site.

3.6 PLACEMENT OF LAWN ROOT ZONE MEDIUM

- A. After subgrade levels have been reached and immediately prior to placing Lawn Rootzone Medium, the entire subgrade area shall be loosened to a minimum depth of one foot utilizing the teeth on the bucket of a backhoe or equivalent equipment. Areas that have become excessively compacted shall be loosened to a depth of two feet. The entire lawn subgrade area shall then be compressed with two perpendicular passes of the tracks of a small bulldozer, size D-4, D-5 or equivalent.
- B. Lawn Root Zone Medium shall then be spread over the area and shall be compressed with a minimum of two passes of the tracks of a bulldozer size Caterpillar D-4 or D-5 or equivalent to a density of 84 to 86% Standard Proctor maximum dry density. No vibratory compaction of the subgrade or the planting medium shall take place. No rubber-tired equipment or heavy equipment except for a small bulldozer shall pass over soils after they have been loosened or planting medium spread. If the Contractor plans to utilize such areas for any use of heavy equipment, this work should be carried out prior to beginning the process of loosening soils.
- C. Place and spread planting mixture and soil to a depth greater than required such that after settlement, finished grade conforming to the lines, grades and elevations shown on the Drawings. Ensure proper drainage in an uninterrupted pattern free of hollows and pockets.
- D. Remove stiff clods, lumps, brush, roots, stumps, litter and other foreign material and stones over one inch in diameter and dispose of legally off site.

3.7 SHALLOW ROCK AREAS

- A. In areas where rock is within three feet of final ground surface in planting bed or tree pits areas or within two feet of final ground surface in lawn areas, including but not limited to areas shown on the plan, a minimum of six inches of sand shall be placed below planting media and the sand extended in a downgradient direction to underdrainage piping or to a minimum of five feet beyond the shallow bedrock areas.

3.8 FIELD QUALITY CONTROL

- A. Tests: after soil preparation operations are complete and prior to planting take soil sample for testing.
- B. Observation: Owner's Representative to review in the field soil preparation operations:
 - 1. Planting Mixture Preparation

3.9 CLEANING

- A. Clean up debris generated under work of this section.
- B. Site Improvements
 - 1. Wash and sweep clean site improvements such as drainage and utility fixtures, pavements, existing plantings, and site furnishings.
 - 2. Clean site furnishings of grout, adhesives, concrete, and other debris.

3.10 PROTECTION

- A. Protect work of this section until Final Acceptance.
- B. Protect prepared soils from compaction by construction traffic and from contamination by construction materials.

END OF SECTION 32-9113

SECTION 329200 - TURF AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Seeding.
 - 2. Hydroseeding.
 - 3. Sodding.

- B. Related Sections:

- 1. Division 31 Section "Site Clearing" for topsoil stripping and stockpiling.
 - 2. Division 31 Section "Earth Moving" for excavation, filling and backfilling, and rough grading.
 - 3. Division 32 Section "Porous Unit Paving" for concrete grid-type pavers shaped to provide open areas between units, planted with grass or other plants.
 - 4. Division 32 Section "Plants" for border edgings.
 - 5. Division 33 Section "Subdrainage" for subsurface drainage.

1.3 DEFINITIONS

- A. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.
- B. Finish Grade: Elevation of finished surface of planting soil.
- C. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- D. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- E. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- F. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or top surface of a fill or backfill before planting soil is placed.

- G. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- H. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil, but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
 - 1. Pesticides and Herbicides: Include product label and manufacturer's application instructions specific to this Project.

1.5 INFORMATIONAL SUBMITTALS

- A. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
 - 1. Certification of each seed mixture for turfgrass sod. Include identification of source and name and telephone number of supplier.
- B. Qualification Data: For qualified landscape Installer.
- C. Product Certificates: For soil amendments and fertilizers, from manufacturer.
- D. Material Test Reports: For standardized ASTM D 5268 topsoil existing native surface topsoil existing in-place surface soil and imported or manufactured topsoil.
- E. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of turf during a calendar year. Submit before expiration of required initial maintenance periods.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful turf establishment.
 - 1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.
 - 2. Experience: Five years' experience in turf installation in addition to requirements in Division 01 Section "Quality Requirements."
 - 3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
 - 4. Maintenance Proximity: Not more than two hours' normal travel time from Installer's place of business to Project site.
 - 5. Pesticide Applicator: State licensed, commercial.

- B. Soil-Testing Laboratory Qualifications: An independent laboratory or university laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
- C. Soil Analysis: For each unamended soil type, furnish soil analysis and a written report by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; sodium absorption ratio; deleterious material; pH; and mineral and plant-nutrient content of the soil.
 - 1. Testing methods and written recommendations shall comply with USDA's Handbook No. 60.
 - 2. The soil-testing laboratory shall oversee soil sampling, with depth, location, and number of samples to be taken per instructions from Architect. A minimum of three representative samples shall be taken from varied locations for each soil to be used or amended for planting purposes.
 - 3. Report suitability of tested soil for turf growth.
 - a) Based on the test results, state recommendations for soil treatments and soil amendments to be incorporated. State recommendations in weight per 1000 sq. ft. or volume per cu. yd. for nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants.
 - b) Report presence of problem salts, minerals, or heavy metals, including aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, and vanadium. If such problem materials are present, provide additional recommendations for corrective action.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.
- B. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod in time for planting within 24 hours of harvesting. Protect sod from breakage and drying.
- C. Bulk Materials:
 - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 - 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
 - 3. Accompany each delivery of bulk fertilizers, lime, and soil amendments with appropriate certificates.

1.8 PROJECT CONDITIONS

- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of Substantial Completion

B. Seeding Season

1. Spring Planting: April 15 to June 1
2. Fall Planting: September 1 to October 15

C. Sod Installation Season

1. Spring: April 15 to July 15
2. Fall: August 15 to November 1

D. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

1.9 MAINTENANCE SERVICE

A. Initial Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable turf is established but for not less than the following periods:

1. Seeded Turf: 90 days from date of Substantial Completion
 - a) When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.
2. Sodded Turf: 60 days from date of Substantial Completion

PART 2 - PRODUCTS

2.1 SEED

A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.

B. Seed Species: State-certified seed of grass species as follows:

1. Full Sun:
 - 30% Creeping Red Fescue (2 - improved varieties)
 - 30% Perennial Ryegrass (2 improved, grey leaf spot resistant varieties)
 - 20% Kentucky bluegrass (1 improved, Mid Atlantic type)
 - 20% Kentucky bluegrass (1 improved elite type)
2. Shade:

- 30% Hard fescue (2 - improved varieties)
- 20% Kentucky bluegrass (2-improved, shade tolerant varieties)**
- 20% Creeping Red Fescue (2 -improved varieties)
- 20% Chewings Fescue (2 - improved varieties)
- 10% Perennial Ryegrass (improved, grey leaf spot resistant varieties)

2.2 TURFGRASS SOD

- A. Turfgrass Sod: Certified complying with "Specifications for Turfgrass Sod Materials" in TPI's "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture, strongly rooted, and capable of vigorous growth and development when planted.
- B. Turfgrass Species: Closely match seed species above or 70/30 Blend Available from winding Brook Turf Farm, Wethersfield, CT <http://www.windingbrookturf.net/>

- 30% Lacrosse Chewings Fescue
- 20% Excursion Kentucky Bluegrass
- 20% Shamrock Kentucky Bluegrass
- 15% Diva Kentucky Bluegrass
- 15% Sudden Impact Kentucky Bluegrass

2.3 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
 - 1. Class: T, with a minimum of 99 percent passing through No. 8 sieve and a minimum of 75 percent passing through No. 60 sieve.
 - 2. Class: O, with a minimum of 95 percent passing through No. 8 sieve and a minimum of 55 percent passing through No. 60 sieve.
 - 3. Provide lime in form of ground dolomitic limestone.
 - 4. Retain one or more of first three paragraphs below. Sulfur is used to lower pH and neutralize alkaline soils. Revise descriptions and insert proprietary products if required.
- B. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, and with a minimum of 99 percent passing through No. 6 sieve and a maximum of 10 percent passing through No. 40 sieve.
- C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- D. Aluminum Sulfate: Commercial grade, unadulterated.
- E. Perlite: Horticultural perlite, soil amendment grade.
- F. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through No. 50 sieve.
- G. Sand: Clean, washed, natural or manufactured, and free of toxic materials.

- H. Diatomaceous Earth: Calcined, 90 percent silica, with approximately 140 percent water absorption capacity by weight.
- I. Zeolites: Mineral clinoptilolite with at least 60 percent water absorption by weight.

2.4 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1 inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
 - 1. Organic Matter Content: 50 to 60 percent of dry weight.
 - 2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.
- B. Sphagnum Peat: Partially decomposed sphagnum peat moss, finely divided or of granular texture, with a pH range of 3.4 to 4.8.
- C. Muck Peat: Partially decomposed moss peat, native peat, or reed-sedge peat, finely divided or of granular texture, with a pH range of 6 to 7.5, and having a water-absorbing capacity of 1100 to 2000 percent.

2.5 FERTILIZERS

- A. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 1 percent nitrogen and 10 percent phosphoric acid.
- B. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
- C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition: 1 lb/1000 sq ft of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
 - 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.
- D. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
 - 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

2.6 PLANTING SOILS-BASE LOAM

- A. Base Loam as required for the work shall be natural, unamended topsoil free of subsoil, large stones, earth clods, sticks, stumps, clay lumps, roots or other objectionable, extraneous matter or debris. Base Loam shall also be free of quack-grass rhizomes, *Agropyron repens*, and the nut-like tubers of nutgrass, *Cyperus esculentus*, and all other primary noxious weeds. Base Loam shall not be delivered or used for planting while in a frozen or muddy condition. Base Loam for mixing shall conform to the following grain size distribution for material passing the #10 sieve:

U.S. Sieve Size Number	Percent Passing	
	Minimum	Maximum
10	---	100
18	85	100
35	70	95
60	50	85
140	36	53
270	32	42
0.002mm	3	6

- B. The ratio of the particle size for 80% passing to the particle size for 30% passing shall be 7 or less.
- C. Maximum size shall be one inch largest dimension. The maximum retained on the #10 sieve shall be 20% by weight of the total sample.
- D. The organic content shall be between 4.0 and 8.0 percent.

2.7 ORGANIC AMENDMENT MATERIALS (COMPOST):

- A. Organic Material (Compost) as Amendment for Soil Mixes:
1. Organic Matter (Compost) for amending planting medium: stable, humus-like material produced from the aerobic decomposition of organic residues consisting of Leaf or Yard Waste Compost which shall be composted for a minimum of one year (12 months). Compost shall be free of debris such as plastics, metal, concrete or other debris and stones larger than 1/2", larger branches and roots and wood chips over 1/2" in length or diameter. Compost shall be a dark brown to black color and be capable of supporting plant growth with appropriate management practices in conjunction with addition of fertilizer and other amendments as applicable, with no visible free water or dust, with no unpleasant odor, and meeting the following criteria as reported by laboratory tests.
 - a. The ratio of carbon to nitrogen shall be in the range of 12:1 to 25:1.
 - b. Stability shall be assessed by the Solvita procedure. Protocols are specified by the Solvita manual (version 4.0). The compost must achieve a maturity index of 6 or

more as measured by the Solvita scale. Stability tests shall be conducted by Woods End Research Laboratory, Mt. Vernon, Maine, Soil Control laboratory of California, or approved equal.

- c. Pathogens/Metals/Vector Attraction reduction shall meet 40 CFR Part 503 rule, Table 3, page 9392, Vol. 58 No. 32, and Commonwealth of Massachusetts 310 CMR 32.00 (for applications to soils with human activity).
- d. Organic Content: at least 20 percent (dry weight). One hundred percent of the material shall pass a 3/8-inch (or smaller) screen. Debris such as metal, glass, plastic, wood (other than residual chips), asphalt or masonry shall not be visible and shall not exceed one percent dry weight. Organic content shall be determined by weight loss on ignition or H₂O₂ for particles passing a Number 10 sieve according to procedures performed by the West Experiment Station at the University of Massachusetts, Amherst or equal. For loss by ignition, a 50-cc sub-sample of the screened and mixed compost is ground to pass the number 60 sieve. Two to three grams (\pm 0.001g) of ground sample, dried to a constant weight at 105 degrees C is placed into a muffle furnace. The temperature is slowly raised (5C/minute) to 450C and maintained for three hours. The sample is removed to an oven to equilibrate at 105C and the weight is taken. Organic matter is calculated as loss on ignition.
- e. pH: between 6.5 to 7.2 as determined from a 1:1 soil-distilled water suspension using a glass electrode pH meter American Society of Agronomy *Methods of Soil Analysis*, Part 2, 1986.
- f. Salinity: Electrical conductivity of a one to five soil to water ratio extract shall not exceed 2.0 mmhos/cm (dS/m).
- g. Compost: screened to 1/2 inch maximum particle size and shall contain not more than 3 percent material finer than 0.002mm as determined by hydrometer test on ashed material.
- h. Nutrient content: determined by the University of Massachusetts Soil Testing Laboratory or equivalent laboratory and utilized to evaluate soil required amendments for the mixed soils. Chemical analysis shall be undertaken for Nitrate Nitrogen, Ammonium Nitrogen, Phosphorus, Potassium, Calcium, Aluminum, Magnesium, Chromium, Iron, Manganese, Lead, Soluble Salts, Cation Exchange Capacity, soil reaction (pH), buffer pH, and micronutrients.

2.8 SAND FOR SOIL MIXING:

- A. Sand: for mixing with compost and/or base loam to meet specification requirements and for horticultural drainage shall be uniformly graded coarse sand consisting of clean, inert, rounded grains of quartz or other durable rock and free from loam or clay, surface coatings, mica, other deleterious materials with the following gradation.

U.S. Sieve Size Number	Percent Passing	
	Minimum	Maximum
10	100	---
18	65	90
35	35	60
60	15	30
140	0	8
270	0	3
0.002mm	0	0.5

- B. Maximum size shall be one inch largest dimension. The maximum retained on the #10 sieve shall be 20% by weight of the total sample.
- C. The ratio of the particle size for 70% passing to the particle size for 20% passing shall be 3.0 or less.

2.9 LAWN ROOT ZONE MEDIUM

- A. Base Loam, Sand and Compost, each as specified above, shall be combined in an approximate mix ratio of one and one half parts by volume Sand to one part by volume Base Loam to one part by volume Compost (1.5S:1L:1C) to create a uniform blend which meets the following requirements.
- B. Gradation for Material Passing the Number 10 Sieve

U.S. Sieve Size Number	Percent Passing	
	Minimum	Maximum
10	100	-
18	70	90
35	48	74
60	32	52
140	20	26
270	15	18
0.002mm	2	5

2.10 MULCHES

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
- B. Sphagnum Peat Mulch: Partially decomposed sphagnum peat moss, finely divided or of granular texture, and with a pH range of 3.4 to 4.8.

- C. Muck Peat Mulch: Partially decomposed moss peat, native peat, or reed-sedge peat, finely divided or of granular texture, with a pH range of 6 to 7.5, and having a water-absorbing capacity of 1100 to 2000 percent.
- D. Fiber Mulch: Biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic and free of plant-growth or germination inhibitors; with a maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.

2.11 PESTICIDES

- A. General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.
- B. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.
- C. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated.

2.12 EROSION-CONTROL MATERIALS

- A. Erosion-Control Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, 6 inches long.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting performance.
 - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 - 2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
 - 3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 - 4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
 - 1. Protect adjacent and adjoining areas from hydroseeding and hydromulching overspray.
 - 2. Protect grade stakes set by others until directed to remove them.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 TURF AREA PREPARATION

- A. Limit turf subgrade preparation to areas to be planted.
- B. Hand-dig or air spade in all areas under the drip line of existing trees.
- C. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 8 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 - 1. Spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil.
 - a) Delay mixing fertilizer with planting soil if planting will not proceed within a few days.
 - b) Mix lime with dry soil before mixing fertilizer.
 - 2. Spread planting soil to a depth of 8 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
- D. Unchanged Subgrades: If turf is to be planted in areas unaltered or undisturbed by excavating, grading, or surface-soil stripping operations, prepare surface soil as follows:
 - 1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
 - 2. Loosen surface soil to a depth of at least 8 inches. Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 8 inches. Till soil to a homogeneous mixture of fine texture.
 - 3. Remove stones larger than 1 inch in any dimension and sticks, roots, trash, and other extraneous matter.
 - 4. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.
- E. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus ½ inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.

- F. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- G. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
 - 1. Do not use wet seed or seed that is moldy or otherwise damaged.
 - 2. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.
- C. Protect seeded areas with slopes exceeding 1:4 with erosion-control blankets and 1:6 with erosion-control fiber mesh installed and stapled according to manufacturer's written instructions.
- D. Protect seeded areas with erosion-control mats where shown on Drawings; install and anchor according to manufacturer's written instructions.
- E. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose thickness over seeded areas. Spread by hand, blower, or other suitable equipment.
 - 1. Anchor straw mulch by crimping into soil with suitable mechanical equipment.
- F. Protect seeded areas from hot, dry weather or drying winds by applying mulch within 24 hours after completing seeding operations.

3.5 HYDROSEEDING

- A. Hydroseeding: Mix specified seed, fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.
 - 1. Mix slurry with fiber-mulch manufacturer's recommended tackifier.
 - 2. Apply slurry uniformly to all areas to be seeded in a one-step process.
 - 3. Apply slurry uniformly to all areas to be seeded in a two-step process.

3.6 SODDING

- A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.
- B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or

sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.

1. Lay sod across angle of slopes exceeding 1:3.
 2. Anchor sod on slopes exceeding 1:6 with wood pegs spaced as recommended by sod manufacturer but not less than 2 anchors per sod strip to prevent slippage.
- C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below sod.

3.7 TURF MAINTENANCE

- A. Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and mulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
 2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
 3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.
- B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches.
1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
 2. Water turf with fine spray at a minimum rate of 1 inch per week unless rainfall precipitation is adequate.
- C. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
- D. Turf Post fertilization: Apply fertilizer after initial mowing and when grass is dry.
1. Use fertilizer that will provide actual nitrogen of at least 1 lb/1000 sq. ft. to turf area.

3.8 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Architect:

1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.
 2. Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.
- B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

3.9 PESTICIDE APPLICATION

- A. Apply pesticides and other chemical products and biological control agents in accordance with requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.
- B. Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

3.10 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.
- C. Remove nondegradable erosion-control measures after grass establishment period.

END OF SECTION